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Attorneys for Plaintiff SCOTT HARP, on
behalf of himself and all others similarly situated

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

SCOTT HARP, on behalf of himself and all
others similarly situated,

Plaintiffs,

v.

CALIFORNIA CEMETERY AND
FUNERAL SERVICES, LLC, a Delaware
corporation; and DOES 1 to 100, inclusive,

Defendants.

CLASS ACTION

Case No.: BCV-21-101299 JEB

**DECLARATION OF KEVIN T.
BARNES IN SUPPORT OF MOTION
FOR SETTLEMENT UNDER THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT**

Hearing Date: May 9, 2024
Hearing Time: 8:30 a.m.

Honorable Gregory A. Pulskamp
Division J

Action filed: June 8, 2021
Trial Date: None Set

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I, Kevin T. Barnes, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am co-counsel for the Plaintiff herein and have personal knowledge of the facts thereto.

2. If called as a witness, I could and would competently testify herein. I am co-counsel on the above entitled case.

3. I graduated from the University of Colorado at Boulder in 1985 with a degree in Business Administration and Real Estate. I graduated from Loyola Law School of Los Angeles in 1988. I am currently the managing partner in The Law Offices of Kevin T. Barnes in Los Angeles. I am admitted to practice before the following Courts: United States Court of Appeal, Ninth Circuit; United States District Court- Northern, Central, and Eastern Districts of California; United States District Court- District of Colorado, United States District Court- Fourth Circuit; all of California State Courts; and the United States Supreme Court. I have an AV rating with Martindale Hubbell.

4. In 1997, I was one of the first attorneys in the State of California to represent a plaintiff in a class action wage and hour case, specifically the case of Amezcuca, et. al. v. Trak Auto Corporation, Los Angeles County Superior Court Case No. BC183900 coordinated with Tett v. Trak Auto Corporation, Los Angeles County Superior Court Case No. BC186931. Since that time, my firm has been hired by many plaintiffs and law firms to serve as class counsel in such cases. Few, if any, attorneys in California are more experienced in wage and hour class action cases than my firm.

5. I have been invited on numerous occasions to speak on class action and wage-and-hour employment issues. I have spoken at seminars by the Labor and Employment Section of the Los Angeles County Bar Association, various labor lawyer associations, mediator seminars and Nuts & Bolts seminars for new lawyers. I was selected as one of the top 10 Plaintiff Labor and Employment Attorneys in 2008 by the Daily Journal and the top 75 Labor and Employment Attorneys in 2017 by the Daily Journal. I have been selected as a Southern California Super Lawyer from 2007-2023 in Employment and Labor. This recognition is a

1 selection by my peers based upon ethics, experience and reputation and represents the top 5% of
2 our profession. I am also AV rated by Martindale-Hubbell, the highest possible rating for a
3 lawyer.

4 6. In 2008 I tried with Joseph Antonelli the case of Mutuc v. Huntington Memorial
5 Hospital, Case number BC288727. This is one of the few wage and hour class action cases tried
6 in the state of California. Judge William A. MacLaughlin Issued a Statement of Decision
7 awarding Plaintiffs' \$32.8 million which led to a \$60 million lump sum settlement. Also, in
8 2008, I tried another wage and hour class action entitled Solis v. Worldwide Network, Inc., et al.,
9 Orange County Superior Court Case no. 03CC00069, before Hon. Ronald L. Bauer, which
10 resulted in judgment in favor of Defendant Worldwide Network, Inc. I also tried a third-class
11 action in San Diego in December 2016.

12 7. My firm has also been involved in numerous favorable appellate court decisions
13 which have been very important in wage and hour class action law. These appellate decisions
14 include the following cases:

15 a. Huntington Memorial Hospital v. Superior Court (2005) 131 Cal.App.4th
16 893 (a landmark decision regarding the manner in which the regular rate must be calculated and
17 what is considered a "subterfuge" to avoid the correct payment of the regular rate and overtime
18 rate);

19 b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal.App.4th 528
20 (protecting the interest of putative class members in a wage and hour case who want their
21 identity protected);

22 c. Jaimez v. Daiohs USA, Inc. (2010) 181 Cal.App.4th 1286 (the criteria
23 required to certify pay stub claims, waiting time penalty claims, and meal and break claims
24 among other matters);

25 d. Williams v Superior Court (Allstate) (2013) 221 Cal.App.4th 1353
26 (confirms several important legal theories which support certification regarding common
27 questions);

28 e. Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137

(one of the first California cases to consider the California Supreme Court decision in Duran v. U.S. National Bank Association (2014) 59 Cal.4th 1, holding that plaintiffs can use statistical sampling evidence to establish either liability or damages in a wage and hour class action case. The Schwan's opinion is also a seminal case regarding an employers' obligation to reimburse employees' business expenses under California Labor Code §2802); and

f. Laffitte v. Robert Half International Inc. (2014) 231 Cal.App.4th 860 (Review granted, and Opinion *superseded* by Laffitte v. Robert Half Intern., 342 P.3d 1232, February 25, 2015) (use of a common fund recovery for attorneys' fees in class action cases). I argued this case to the California Supreme Court on May 27, 2016 and the court ruled in Plaintiffs favor in a precedent setting decision on the award of attorneys' fees under the common fund doctrine.

g. Vaquero v. Ashley Furniture Industries Inc., 824 F.3d 1150 (9th Cir. 2016) (limits the impact of Wal-Mart v. Dukes, 564 U.S. 338 (2011) with respect to the issue of commonality, limits the impact of Comcast v. Behrend, 133 S.Ct. 1426 (2013) with respect to predominance and underscores the 9th Circuit rule that the need for individualized finding with respect to damages does not defeat class certification).

h. Vaquero, et. al. v. Ashley Furniture Industries Inc., 9 Cal.App.5th 98 (2017) (expands the impact of Bluford v. Safeway Stores, Inc., 216 Cal.App. 4th 864 (2013) to commission employees for the first time and held that they must be separately compensated for rest breaks).

8. Declarant is a very experienced class action and PAGA counsel, including specializing in the area of wage and hour issues. Some of the class action and wage and hour litigation on which The Law Offices of Kevin T. Barnes has served as Lead and/or Class Counsel are as follows: Cruz v. Suntory Water Group, Inc., Case No. BC243596; Joel v. Athlete's Foot Group, Inc., Case No. BC 234231; Cardilino v. Perrier, Case No. BC 210181 and Holt v. Great Springs Water, OC Superior Court Case No. 810642 ("Arrowhead"); Hines v. CSK Auto; Tett v. CSK Auto and Noel v. CSK Auto, Case No. San Diego Superior Court, Case No. 720346 ("Kragen Auto"); Soto et. al. v. Park Uniform Rental Service, et. al., Case No.

BC215318; Amezcuca, et. al. v. Trak Auto Corporation, Case No. BC 183900 coordinated with Tett v. Trak Auto Corporation, Case No. BC 186931 matter (“Trak Auto”); Maldonado v. Footstar Center, Inc., Case No. 00CC06359; Calvo, et. al. v. McKesson HBOC, Inc., et. al., Case No. BC 228366 coordinated with Ware, et. al. v. McKesson Water Products Company, Case No. BC 231420 “(Sparkletts”); Franco v. Vans Inc., Case No. 01CC03995; Cruz v. Suntory Water Group, Inc., Case No. BC243596; Toney v. McDonald’s Restaurant, et al., Case No. BC234243; Tong v. 21st Century Insurance Company, Case No. 01CC10913 coordinated with Echegaray v. 21st Century Insurance Co., Case No. BC255189 and Requirme v. 21st Century Insurance Co., Case No. BC253952 (“21st Century”); Wood v. Hollywood Entertainment, Case No. CV779511 coordinated with Dannelley v. Hollywood Entertainment, Inc., Case No. OC 816155 and Peterson v. Hollywood Entertainment Corp., Case No. CV788126 (“Hollywood”); and Lynn Lazdowski, et al. v. Bowne of Los Angeles, Inc., Case No. 02CC16722.

9. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the PAGA Settlement Agreement and Release (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

10. Plaintiff worked for Defendant as a Sales Manager at Defendant’s facility in Bakersfield, California. (see Declaration of Scott Harp attached as **Exhibit 7**)

11. On March 19, 2021, Plaintiff Scott Harp submitted the PAGA Notice to the LWDA for the purposed of complying with Labor Code §2699.3’s notice requirement, giving notice of Plaintiff’s intentions to file the Action.

12. On April 21, 2021, Defendant responded to Plaintiff’s Notice. Defendant generally denied Plaintiff’s Labor Code §226(a) violations **and acted to cure the violations for the Labor Code §2751 claim under Labor Code §2699.3(c)(2)(A).**

13. On May 21, 2021, Plaintiff responded to Defendant’s LWDA Dispute and Cure Notice.

14. On June 8, 2021, Plaintiff filed the action as a Class Action case in Kern County Superior Court alleging based on the following claims: (1) Failure to Timely Furnish Accurate

1 Itemized Wage Statements; (2) Penalties Pursuant to Labor Code § 2699; and (3) Unfair
2 Business Practices.

3 15. On July 23, 2021, Defendant filed a Motion to Remove this Action to Federal
4 Court. On September 20, 2021, Plaintiff filed a Motion to Remand the matter to State Court. On
5 May 24, 2022, the Court (Honorable Jennifer L. Thurston) granted Plaintiff's request to remand
6 these PAGA-only claims back to state court.

7 16. On August 25, 2022, Defendant filed a Motion to Compel Arbitration and the
8 Court's granted Defendant's Motion to Compel Arbitration on September 20, 2022, and ordered
9 Plaintiff to arbitrate his individual claims with Defendant pursuant to the parties' Mutual
10 Resolution Process Agreement. The PAGA case was stayed until completion of the arbitration of
11 his individual claims.

12 17. As such, on or about October 20, 2022, Plaintiff submitted his Arbitration
13 Demand to the arbitrator JAMS. The Honorable Franz Miller, Retired was selected as the
14 arbitrator and a two day arbitration hearing was set for March 5-8, 2024. The parties engaged in
15 extensive written discovery and took the depositions of the Plaintiff and a Defendant PMQ
16 witness. Defendant filed a Motion for Summary Disposition, which was fully briefed and set for
17 hearing on February 9, 2024.

18 18. Once the Motion for Summary Disposition was fully briefed, the parties engaged
19 in direct negotiations and due to the limited individual and representative PAGA penalties
20 compared to the extensive litigation. The parties agreed to negotiate an individual and
21 representative PAGA settlement, and if/when a settlement was reached, the parties would then
22 separately and thereafter try to agree on a fair value for the attorney fees and costs. As a result of
23 settlement discussion and arm's-length negotiations, the parties agreed on a settlement of the
24 PAGA case, for the aggrieved employees for \$60,000. Thereafter, the parties separately
25 negotiated and reached an agreement on the Plaintiff's attorney's fees and costs for \$150,000.

26 19. Based on documents and other informal discovery produced by Defendant,
27 Plaintiff understood there to be approximately 461 aggrieved employees who worked 27,759 pay
28 periods, who will have worked for Defendant in California as salaried exempt inside/outside

Sales Managers and Sales Directors from March 19, 2020 through the date of approval or March 31, 2024, whichever is earlier.

20. The PAGA Settlement amount is \$60,000.

21. The Settlement covers the following aggrieved employees:

All persons employed by Defendant in the State of California as salaried exempt inside/outside Sales Managers and Sales Directors from March 19, 2020 through the date of approval or March 31, 2024, whichever is earlier.

Pursuant to the Settlement Agreement, the \$60,000 PAGA settlement is allocated as follows:

Claims Administration:	\$5,000
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Service Award to Plaintiff:	\$5,000
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Net PAGA Settlement Fund:	<i>\$50,000</i>
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(\$37,500 to the LWDA;

\$12,500 to remain in the

Net Settlement)

Net PAGA Settlement Fund to	
Aggrieved Employees:	<u>\$12,500</u>

Plaintiff's Counsel currently has a lodestar to date of approximately \$195,000 and costs \$3,490, respectively, but is only seeking the amount of \$150,000. The Attorney's fees and costs shall be separately paid by Defendant from the PAGA Settlement.

22. This results in an average payment amount of approximately \$27.11 and the highest settlement payment will be approximately \$41.09 to aggrieved employees.

23. Each aggrieved employee shall receive a portion of the Settlement Payment on a pro-rata basis.

24. This case was settled through extensive arms-length negotiation. Class Counsel submits that the settlement for each participating aggrieved employee is fair, reasonable, and adequate given the inherent risk, the risk relative to trial and the costs of litigation. The amount recoverable for each aggrieved employee as set forth in the Memorandum of Points and

1 Authorities is fair and reasonable based on a review of all objective evidence. The settlement that
2 has been reached, subject to this Court's approval, is the product of a lot of effort by the Parties
3 and their counsel.

4 25. The settlement amount is, of course, a compromise figure. Plaintiff took into
5 account the risks related to proof of Plaintiff's claims and the strengths and weaknesses of
6 Defendant's other defenses. Plaintiff also took into account the possibility that if a settlement
7 were reached after additional years of litigation, the great expenses and attorneys' fees of
8 litigation would reduce the amount of funds available to the aggrieved employees for settlement.

9 26. To help the Court evaluate the fairness of the Settlement, a discussion of the risk
10 evaluation and discount taken follows. Plaintiff believes that Defendant may persuasively argue
11 that the Court should exercise its discretion under the facts here to significantly reduce any
12 penalties awarded pursuant to PAGA, especially since Defendant cured the Labor Code §2751
13 and Labor Code §226(a) paystubs issues.

14 **A. Independent Failure to Timely Furnish Accurate Itemized Wage Statements**

15 **1. Facts**

16 Pursuant to Labor Code §226(a) and the applicable Industrial Wage Order, Defendant is
17 required to include certain information on an employee's wage statement.

18 However, Plaintiff contends as a pattern and practice, in violation of Labor Code §226(a)
19 and the IWC Wage Orders §7(A), Defendant did not always furnish Claimant with an accurate
20 itemized statement in writing showing but not limited to the following (1) the correct gross
21 wages earned, (2) the correct dates in which commissions were earned, (3) the correct hours and
22 rates for holiday and vacation pay, (4) the total hours worked by the employee, (5) net wages
23 earned, (6) the inclusive dates of the period for which the employee is paid, and (7) all applicable
24 hourly rates in effect during the pay period. As such, Defendant independently violated Labor
25 Code §226.

26 **2. Law**

27 Labor Code § 226(a) states in pertinent part: "Every employer shall, semimonthly or at the
28 time of each payment of wages, furnish each of his or her employees, either as a detachable part

of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (9) **all applicable hourly rates in effect during the pay period...**"(emphasis added).

Further, the applicable Wage Order(s) § 6(A) states in pertinent part: "(A) Every employer shall keep accurate information with respect to each employee including the following: ... (5) Total hours worked in the payroll period and **applicable rates of pay...**"(emphasis added).

While many defendants arrive at a mediation believing they can argue away wage statement liability, claiming the violations are trivial, both the California Legislature and also the California courts take a contrary view. Apart from the implicit admission of liability, the apparent assumption that employees cannot enforce the wage statement statute is entirely at odds with the leading California wage statement case. *See Cicairos v. Summit Logistics, Inc.*, 133 Cal. App. 4th 949, 955 (2005)...The Cicairos court explains that strict compliance with Labor Code § 226(a) is exactly what the Legislature intended:

[T]he obligation to list the total hours worked during the pay period can only be satisfied by listing the precise, actual number of hours worked." (Dept. of Industrial Relations, DLSE, Opinion Letter No. 2002.05.17 (May 17, 2002) p. 3.) "The failure to list the precise number of hours worked during the pay period conflicts with the express language of the statute and stands in the way of the statutory **purpose.**" (*Ibid.*) **"If it is left to the employee to add up the daily hours shown on the time cards or other records so that the employee must perform arithmetic computations to determine the total hours worked during the pay period, the requirements of § 226 would not be met."** (*Ibid.*)

Cicairos, at 955.

In response to conflicting interpretations by the federal district courts, the California Legislature amended § 226(e), effective January 1, 2013, to clarify what an employee must prove to meet the "suffering injury" requirement. As amended, § 226(e)(2)(B), subdivisions (i) and (iv) explain:

An employee is **deemed to suffer injury for purposes of this subdivision** if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

Pursuant to Lopez v. Friant & Associates, LLC (2017) 15 Cal.App.5th 773, employers who fail to provide accurate itemized wage statements are subject to PAGA penalties even when

1 the mistake is inadvertent and/or promptly corrected, and even though employees admittedly
2 suffered no injury; said employees are permitted to recover PAGA penalties without needing to
3 prove the “injury” and “knowing and intentional” elements of a Labor Code §226(e) claim. As
4 such, the aggrieved employees are entitled to recovery of penalties pursuant to Labor Code
5 §2698, et seq.

6 Because “one or more of the items” included in items “(1) to (9)” of § 226(a) is missing,
7 and because without listing this information employees could not “promptly and easily
8 determine from the wage statement” this information, the employees are “deemed to suffer
9 injury” as a result of Defendant’s failure to comply with § 226(a)(9).

10 **B. Violation of Labor Code § 2751**

11 **1. Facts**

12 Plaintiff alleges that Defendant utilizes various commission agreements to pay the
13 aggrieved employees and they are constantly changing. However, other than when they are
14 initially hired, neither the Plaintiff nor the aggrieved employees are provided a copy and they do
15 not sign the revised commission contracts setting forth the method by which commissions shall
16 be computed and paid. This is demonstrated by Plaintiff Marquez as he was hired on May 15,
17 2016 and he signed his Salesperson Compensation Program plan on May 4, 2016. He never
18 signed another comp plan even though they constantly changed.

19 **2. Law**

20 Labor Code § 2751(a) states: “Whenever an employer enters into a contract of
21 employment with an employee for services to be rendered within this state and the contemplated
22 method of payment of the employee involves commissions, the contract shall be in writing and
23 shall set forth the method by which the commissions shall be computed and paid.”

24 Further, Labor Code § 2751(b) states in pertinent part: “The employer shall give a signed
25 copy of the contract to every employee who is a party thereto and shall obtain a signed receipt
26 for the contract from each employee.”

27 **27. Based upon the alleged Labor Code violations, Plaintiff believes the total**
28 **realistic exposure for the PAGA penalties is \$219,150 which is a penalty of \$15 for each pay**

1 period in the PAGA Recovery Period. Based on a settlement value of \$60,000, this amounts
2 to approximately 27% of the realistic penalty exposure. Plaintiff believes this to be a good
3 result considering the discretionary nature of such PAGA awards, the fact that these are
4 technical violations and since Defendant has cured the labor code violations at issue. See
5 Amaral v. Cintas Corp. No. 2, 163 Cal.App.4th 1157, 1208-1209 (2008) (“Until the employer has
6 been notified that it is violating a Labor Code provision. . . , the employer cannot be presumed to
7 be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties”).
8 Labor Code section 2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties:
9 “[A] court may award a lesser amount than the maximum civil penalty amount specified by this part
10 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
11 award that is unjust, arbitrary and oppressive, or confiscatory.” Case law supports a trial court’s
12 discretion in downgrading penalties based on these factors. See Thurman v. Bayshore Transit
13 Management, Inc., 203 Cal.App.4th 1112, 1135-1136 (2012) This discretion warrants a heavy
14 discount, in that even if Plaintiffs are successful on their claims, and prove the violations, there is a
15 high likelihood that the Court would not grant the full value of the PAGA penalties.

16 **28. In a PAGA case, the Court’s focus is not the monetary amount which**
17 **aggrieved employees or the State are to receive, but instead, whether the total settlement**
18 **amount achieves the PAGA’s objectives.** Penalties recovered under the PAGA are, in part, to
19 “be distributed to the [LWDA] for enforcement of labor laws . . . and for education of employers
20 and employees about their rights and responsibilities under this code, to be continuously
21 appropriated to supplement and not supplant the finding to the agency for those purposes.” See
22 Labor Code §2699(j). **Here, as a result of this Action, Defendant has cured the labor code**
23 **issues at hand which is the real objective of this PAGA statute.**

24 **29.** The Settlement Agreement will be concurrently uploaded on the same date it is filed
25 with the Court. Proof of submission of this and a copy of the email from the LWDA confirming
26 receipt is attached as **Exhibit 2** to this declaration.

27 **30.** I believe that an award of attorneys’ fees and costs in the amount of \$150,000 for the
28 work of Plaintiff’s counsel is fair and reasonable. My law office has a total of approximately 258.8

1 attorney hours to date, NOT including the 20 hours that I expect to spend to prepare for and attend
2 the settlement hearing, contact with aggrieved employees, contact with the claims administrator and
3 to ensure that proper claims administration and distribution occurs to all aggrieved employees. My
4 standard hourly rate for class action litigation is \$895 per hour. I am the Managing partner in my
5 law firm and have extensive experience handling class action litigation. My former partner, Gregg
6 Lander, an attorney for twenty-one years, regularly bills for class action litigation at \$795 per hour.
7 Gregg Lander has twenty years' experience in wage and hour class action litigation and is well
8 versed in all aspects of this litigation. Mr. Lander graduated from Texas A&M University in
9 1989 with a Bachelor of Business Administration degree in Marketing. He graduated from
10 California Western School of Law in San Diego and was admitted to the California Bar in 1997.
11 He joined The Law Offices of Kevin T. Barnes in 2001 and became a partner in 2004. Mr.
12 Lander was recognized as a Southern California Super Lawyer in 2004 and the years 2019, 2020,
13 2021 and 2022, and was a speaker at the Bridgeport December 2008 Wage & Hour Litigation
14 Conference. In 2015, Mr. Lander received an AV Preeminent Rating as part of Martindale-
15 Hubbell's Peer Review Rating process. He is admitted to practice before the following Courts:
16 all California State Courts, all Texas State Courts, United States District Court for the following
17 California Districts: Northern, Central, Eastern and Southern, United States Court of Appeal for
18 the Ninth Circuit, United States Court of Appeals for Veteran's Claims, United States Court of
19 Appeals for the Armed Forces, United States Court of Appeals for the Federal Circuit, United
20 States Tax Court, United States Court of International Trade, United States Court of Federal
21 Claims and United States Supreme Court. My firm's hours are broken down as follows; Kevin
22 Barnes – 145.6 hours and Gregg Lander – 113.2 hours. **My firm's total lodestar is \$220,306**, NOT
23 including the hours that I expect to spend in the future to close this case. (see **Exhibit 3-** Time sheet;
24 and **Exhibit 1**, Time sheet to Katri Decl.). **However, Plaintiff's counsel is only seeking a separate**
25 **fees and costs award in the amount of \$150,000, even though the collective lodestar of all**
26 **Plaintiff's counsel is \$250,828.50 and our costs are \$3,490.** All counsel and the parties of this
27 litigation believe that the award of attorneys' fees is fair and reasonable based on Plaintiff's
28 counsels work and experience.

31. Furthermore, a key point to consider when awarding Plaintiff's counsel fees is that Defendant's firms are able to bill their clients on a monthly basis. As verified by a survey conducted by the National Law Journal for the year 2006, six California firms provided their hourly billing rates. Of these six (6) firms, five (5) regularly charged in excess of five hundred dollars (\$500.00) for their partners. In fact, four (4) of these firms charge as high as \$600.00, \$620.00, \$650.00 and up to \$850.00 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County and San Diego County (see **Exhibit 4**).

32. Finally, Plaintiff attach the Declaration of Richard M. Pearl in support of a Plaintiffs' Motion for Final Approval in the case of Rosa Cantu, et al. v. Pacific Bell Telephone Company, Case No. BC 441237, dated January 4, 2011 (see Declaration of Richard M. Pearl attached as **Exhibit 5**). Mr. Pearl specializes in issues related to cost-award attorney's fees, including the representation of parties in fee litigation and appeals, serving as an expert witness and serving as a mediator and arbitrator in disputes concerning attorney's fees and related issues. Mr. Pearl is also the author of California Attorney's Fee Awards (3d ed Cal. CEB 2010), as well as the author of the Second Edition, years 1994 through 2008. He has also authored numerous other publications on attorney's fees, as set forth in his Declaration.

33. Mr. Pearl has reviewed the comparable hourly rates of attorney fees in California. He confirms that courts have approved hourly rates of attorneys as follows:

- Rates up to \$875.00 in Savaglio, et al. v. Wal-Mart, Alameda County Superior Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- Rates of up to \$750.00 in Kashmiri, et al. v. Regents of UC, San Francisco County Superior Court (before applying a 3.7 multiplier);
- Rates of up to \$750.00 in Environmental Law Foundation v. Laidlaw Transit, Inc., San Francisco Superior Court, Case No. CGC-06-451832 (before applying a 1.25 multiplier). (See pages 4 and 5).

33. Additionally, Mr. Pearl has reviewed numerous declarations, depositions and surveys of legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to \$775.00, \$795.00, \$800.00, \$855.00, \$950.00, etc. (See pages 6-12). These are non-contingent rates

1 where payment in full is expected promptly upon billing (See page 13). These rates indicate that the
2 requested hourly rate, as well as the multiplier, is reasonable in the case-at-hand in view of
3 Plaintiff's counsel experience, the result achieved in this case and the contingent nature of the fees
4 in class action

5 34. The parties have agreed on Rust Consulting, LLC and respectfully request this Court
6 appoint them to handle the notice and claims administration procedures. The costs of the claims
7 administration is not to exceed \$5,000 pursuant to the estimate from Rust Consulting, LLC.

8 35. Plaintiff's Counsel has total costs of **\$3,490** (see Itemization of Costs of the Law
9 Office of Kevin T. Barnes attached as **Exhibit 6**). These costs were a result of investigation,
10 research, litigation and other related matters to the prosecution of this case. However, Plaintiff's
11 Counsel is only seeking a separate Attorney's fees and costs amount of \$150,000. The Attorney's
12 fees and costs shall be separately paid by Defendant from the PAGA Settlement.

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

15 Executed this 21th day of March, 2024, at Greensboro, Georgia.

16
17 
18 KEVIN T. BARNES, Declarant

EXHIBIT 1

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Attorneys for Plaintiff SCOTT HARP, on
 behalf of himself and all others similarly situated

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FOR THE COUNTY OF KERN - BAKERSFIELD

SCOTT HARP, on behalf of himself and all
 others similarly situated,

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CLASS ACTION

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**SETTLEMENT AGREEMENT AND
 RELEASE**

Honorable David R. Zulfa
 Division J

Action filed: June 8, 2021

Trial Date: None Set

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between Plaintiff Scott Harp (“Plaintiff”) and Defendant California Cemetery and Funeral Services, LLC (“Defendant”). Plaintiff and Defendant are jointly referred to as “the parties.”

BACKGROUND

On March 19, 2021, Plaintiff Scott Harp submitted the PAGA Notice to the LWDA for the purposed of complying with Labor Code §2699.3's notice requirement, giving notice of Plaintiff's intentions to file the Action.

On April 21, 2021, Defendant responded to Plaintiff's Notice. Defendant generally denied Plaintiff's Labor Code §226(a) violations and acted to cure the violations for the Labor Code §2751 claim under Labor Code §2699.3(c)(2)(A).

On May 21, 2021, Plaintiff responded to Defendant's LWDA Dispute and Cure Notice.

On June 8, 2021, Plaintiff filed the action as a Class, Individual, and PAGA Action case in Kern County Superior Court alleging based on the following claims: (1) Failure to Timely Furnish Accurate Itemized Wage Statements; (2) Penalties Pursuant to Labor Code § 2699; and (3) Unfair Business Practices.

On July 23, 2021, Defendant filed a Motion to Remove this Action to Federal Court. On September 20, 2021, Plaintiff filed a Motion to Remand the matter to State Court. On May 24, 2022, the Court (Honorable Jennifer L. Thurston) granted Plaintiff's request to remand back to state court.

On August 25, 2022, Defendant filed a Motion to Compel Arbitration and at the Court's ruling on the September 20, 2022 hearing the Court granted Defendant's Motion to Compel Arbitration and ruled Plaintiff to arbitrate his individual claims, including that under PAGA, with Defendant pursuant to the parties' Mutual Resolution Process Agreement. The remainder of Plaintiff's claims were stayed until completion of the arbitration of his individual claims.

As such, on or about October 20, 2022, Plaintiff submitted his Arbitration Demand to the arbitrator JAMS. The Honorable Franz Miller, Retired was selected as the arbitrator and a two day arbitration hearing was set for January 11-12, 2024. The parties engaged in extensive written discovery and took the depositions of the Plaintiff and a Defendant PMQ witness. Defendant filed a Motion for

Summary Disposition, which was fully briefed and set for hearing on February 9, 2024. The parties settled the matter on February 1, 2024, subject to court approval.

The parties engaged in direct negotiations and due the limited individual and representative PAGA penalties compared to the extensive litigation, the parties agreed to negotiate an individual, class and representative PAGA settlement, which would result in Judgment entered, dismissal of the current lawsuit with prejudice, and if a settlement was reached, the parties would then separately and thereafter try to agree on a fair value for the attorney fees and costs. As a result of settlement discussion and arm's-length negotiations, the parties agreed on a settlement of the PAGA case and Judgment entered/dismissal of the current lawsuit with prejudice in exchange for the aggrieved employees receiving payment in the amount of \$60,000. Thereafter, the parties separately negotiated and reached an agreement on the Plaintiff's attorney's fees and costs for \$150,000.

Plaintiff and his counsel believe this settlement is fair, reasonable, adequate, and in the best interests of the alleged aggrieved employees and the State of California.

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement will also be effective.

1. "Action" is *Scott Harp v. California Cemetery and Funeral Services, LLC*, Kern County Superior Court, Case No. BCV-21-101299, remanded from the Eastern District of California, Case No. 1:21-CV-01118-JLT-BAK, and compelled into arbitration before JAMS arbitrator Hon. Franz E. Miller (Ret.) Case Reference No. 5220001978.

2. "Attorney Fees and Cost Settlement" is the separate settlement whereby Defendant will pay a total of One Hundred Fifty Thousand Dollars (\$150,000) in full and final satisfaction of the following of all payments for Plaintiff's attorney fees and costs as a result of this Action and as approved by the Court.

3. "Court" is the Kern County Superior Court.

4. "Defendant" is California Cemetery and Funeral Services, LLC.

1 5. “Effective Date” means the 61st day following entry of the Judgment if no appeal is
2 filed, or if an appeal is filed, the date the appeal is dismissed or denied and is no longer subject to
3 appellate review.

4 6. “Employee Amount” shall mean twenty-five percent (25%) of the Net Settlement
5 Amount of the PAGA settlement, which is to be paid to the Employees as described herein.

6 7. “Employees” consist of all persons employed by Defendant in the State of California as
7 salaried exempt inside/outside Sales Managers and Sales Directors from March 19, 2020 through the
8 date of approval or March 31, 2024, whichever is earlier.

9 8. “Judgment” is the order and judgment approving the Settlement in the Action.

10 9. “LWDA” means the California Labor Workforce Development Agency. The “LWDA
11 Amount” shall mean seventy-five percent (75%) of the Net Settlement Amount of the PAGA
12 settlement, which is to be paid to the LWDA as described herein.

13 10. “Net Settlement Amount” means the Gross Settlement Amount of the PAGA settlement
14 less Service Award Payment and the Settlement Administrator Costs.

15 11. “PAGA Recovery Period” is the period from March 19, 2020 through the date of
16 approval of this Agreement or May 31, 2024, whichever is earlier.

17 12. “PAGA Settlement” is the separate settlement whereby Defendant will pay a total of
18 Sixty Thousand Dollars (\$60,000) in full and final satisfaction of the following of payments: all
19 payments to Employees, the payment to the LWDA, the Service Award Payment, and the reasonable
20 fees and costs of the Settlement Administrator (“Settlement Administrator Costs”).

21 13. “Pay Periods” means, for any particular Employee, the number of pay periods during
22 which he or she worked at least part of one day for Defendant during the PAGA Recovery Period, as
23 identified in Defendant’s personnel database.

24 14. “Plaintiff’s Counsel” is Law Offices of Kevin T. Barnes, Law Office of Raphael A.
25 Katri, and D.Law, Inc.

26 15. “Service Award Payment” is a service award payment of \$10,000 to Plaintiff as
27 approved by the Court, for his time and effort in prosecuting the Action on behalf of Employees.

28 16. “Settlement” is the settlement on the terms set forth in this Agreement.

18. “Total Pay Periods” means the aggregate number of Pay Periods for all Employees during the PAGA Recovery Period. Defendant’s personnel database indicates that there are approximately 27,759 Total Pay Periods from March 19, 2020 to March 31, 2024.

6 TERMS OF THE AGREEMENT

19. Non-Admission of Liability. The parties enter this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement, Defendant do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

20 20. Monetary Consideration. Provided the Effective Date occurs, Defendant will pay a total
21 of Sixty Thousand Dollars (\$60,000) (the “Gross Settlement Amount of the PAGA Settlement”), on a
22 non-reversionary basis, which shall be in full and final satisfaction of the following: all payments to
23 Employees, the payment to the LWDA, the Service Award Payment, and the reasonable fees and costs
24 of the Settlement Administrator (“Settlement Administrator Costs”). The parties have separately
25 negotiated for Defendant to pay a total of One Hundred Fifty Thousand Dollars (\$150,000) for
26 Plaintiff’s Counsel’s attorneys’ fees and costs. (“Attorney Fees and Costs Settlement”)

27 |||

28 |||

1 21. Approval Procedure.

2 a. California Labor Code § 2699(l) requires that the Court review and approve any
3 penalties sought as part of a proposed settlement agreement pursuant to PAGA. All amounts and
4 procedures described in this Settlement Agreement herein will be subject to Court approval. Plaintiff
5 will seek approval of the Settlement in the Kern County Superior Court pursuant to Labor Code §
6 2699.

7 b. Concurrent with the filing of the motion for settlement approval:

8 i. Plaintiff's Counsel will serve a copy of this Agreement and their motion
9 for settlement approval on the LWDA pursuant to Labor Code § 2699(l)(2).

10 ii. Plaintiff's Counsel will file a motion for an award of not more than One
11 Hundred Fifty Thousand Dollars (\$150,000) for the Attorney Fees and Costs Settlement. Defendant
12 will take no position on this motion. The parties agree that the Court's approval of Attorneys' Fees and
13 Costs is not a material condition of the Settlement and is to be considered by the Court separate and
14 apart from the fairness, reasonableness, and adequacy of the Settlement. Plaintiff and Plaintiff's
15 Counsel will not have the right to revoke this Settlement in the event that the Court does not approve
16 the award of attorneys' fees and costs. However, Plaintiff retains his right to appeal any decision by
17 the court regarding the award of Attorneys' Fees and Costs.

18 iii. Plaintiff's Counsel will file a motion for an award of the Service Award
19 Payment to Plaintiff of not more than \$5,000, payable from the PAGA Settlement. The Service Award
20 Payment is in addition to any other payment made to Plaintiff under this Agreement. Defendant will
21 take no position on this motion. The parties agree that the Court's approval of the Service Award
22 Payment is not a material condition of the Settlement and is to be considered by the Court separate and
23 apart from the fairness, reasonableness, and adequacy of the Settlement. Plaintiff will be solely and
24 legally responsible to pay any and all applicable taxes on the payment made pursuant to this paragraph
25 and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a
26 result of the payment. Plaintiff and Plaintiff's Counsel will not have the right to revoke this Settlement
27 in the event that the Court does not approve the amount sought by Plaintiff as the Service Award
28 Payment.

iv. The parties will present an agreed form of a proposed stipulated Judgment to the Court for its consideration, which will dispose of this case in its entirety with prejudice. The Court will enter a Judgment approved by it.

c. Within ten (10) days after entry of Judgment, Plaintiff's Counsel will serve a copy of the Judgment on the LWDA pursuant to Labor Code section 2699(1)(3).

d. If the Court does not approve the Settlement, the parties shall request leave and jointly attempt to modify this Settlement in order to obtain the Court's approval. If those efforts prove unsuccessful: (1) this Agreement will be void *ab initio*; (2) this Agreement, and all communications regarding this Agreement, will be inadmissible in any proceeding pursuant to California Evidence Code section 1152; and (3) the parties will cooperate and take all necessary steps to reset the Action for trial.

22. Distribution.

a. No later than ten (10) calendar days after the Effective Date, Defendant will wire the gross amount of the PAGA Settlement and the separate Attorney Fees and Costs Settlement to the Settlement Administrator. Promptly thereafter, but no later than ten (10) calendar days of receipt of the above settlement amounts, the Settlement Administrator will pay: (1) the awarded Settlement Administrator Costs to the Settlement Administrator; (2) payments to Employees (to be allocated as described below) from the Employee Amount; (3) the awarded Service Award Payment to Plaintiff; (4) seventy-five percent (75%) of the Net Settlement Amount to the LWDA; and (5) the awarded Attorneys' Fees and Costs to Plaintiff's Counsel,

b. No later than ten (10) calendar days after the Effective Date, Defendant's counsel will email to the Settlement Administrator an electronic spreadsheet containing, for each Employee, his or her name, last-known address, last-known telephone number, social security number, dates of employment, and number of Pay Periods as reflected in Defendant's personnel database. Promptly after receiving it, the Settlement Administrator will run the Employees' addresses through the U.S. Postal Service's National Change of Address database.

c. Defendant certify that the number of pay periods for all Employees from March 19, 2020 to March 31, 2024 is 27,759 (the "Certified Pay Period Amount"). If the actual number of

1 pay periods for all Employees from March 19, 2020 to March 31, 2024 should exceed the Certified
2 Pay Period Amount by more than five percent (5%), the Plaintiff has the right to void this settlement.

3 d. Because this is a PAGA settlement and not a class action, the parties agree that
4 Employees do not have the right to exclude themselves from the Settlement. Upon the Effective Date,
5 Employees will be bound by the terms of the Settlement, regardless of whether they negotiate their
6 settlement checks. The parties further agree that, absent an order by the Court granting leave to
7 intervene, Employees do not have standing to object to the Settlement or appeal any Judgment.

8 e. The Settlement Administrator will allocate the Employee Amount to each
9 Employee on a pro rata basis, based on that individual's Pay Periods divided by the Total Pay Periods.

10 f. No later than twenty (20) days after the Effective Date, the Settlement
11 Administrator will mail a settlement check, along with a letter (a proposed draft is attached hereto as
12 **Exhibit A**) explaining the settlement payment, to each Employee. If any settlement check is returned
13 as undeliverable, the Settlement Administrator will use reasonable skip-trace methods to locate a new
14 address. If any Employees do not cash their settlement checks after 180 days has lapsed after the
15 Effective Date, those funds will be tendered by the Settlement Administrator to the California State
16 Controller's Office in the name of such Employees. Employees who may be entitled to a settlement
17 payment but who were not located before the initial distribution of settlement payments, may request
18 their payment from the State Controller's Office in accordance with California law.

19 g. The entirety of the payments to the LWDA, the Employees and the payment to
20 Plaintiff's counsel for fees and costs will be treated as civil penalties for purposes of IRS reporting, for
21 which IRS Forms 1099-MISC will be issued. All parties represent they have not received, and will not
22 rely on, advice or representations from other parties or their agents regarding the tax treatment of
23 payments under this Settlement.

24 h. The payments made to Employees under this Agreement, as well as any other
25 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
26 under any benefit plans for which any Employees may be eligible, including, but not limited to: (i)
27 profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans,
28 (vi) sick leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the parties'

intention that this Agreement will not affect any rights, contributions, or amounts to which any Employees may be entitled under any benefit plans.

i. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and calculation and distribution of payments, up to a maximum of \$5,000. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on settlement payments, the issuing to Plaintiff, Employees, and Plaintiff's Counsel any 1099 and/or other tax forms as may be required by law for all amounts paid pursuant to this Agreement, preparing, distributing, and tracking settlement check letters to Employees, calculating and distributing all payments to be made pursuant to the Settlement, and providing reports and declarations.

23. Release.

a. Upon the Effective Date, Plaintiff, the State of California, and all Employees, fully release and discharge Defendant, and each of their officers, directors, employees, agents, shareholders, parents, affiliates, subsidiaries, insurers, representatives, successors, assigns, and attorneys ("Releasees") from any and all claims, rights, or causes of action for civil penalties, attorneys' fees, and costs under California Labor Code Sections 2698, *et seq.* predicated on the alleged California Labor Code violations (including California Labor Code §§ 226, 1194, and 2751) asserted in the Complaint ("Released Claims"). The Released Claims include all claims for penalties, attorneys' fees, litigation costs, interest, and any relief available under PAGA that Plaintiff alleged in the Complaint based on the claims and factual allegations alleged in the Complaint. The period of this Release shall be for the PAGA Recovery Period. The *res judicata* effect of the Judgment will be the same as that of the Release. This waiver and release will be final and binding on the Effective Date and will have every preclusive effect permitted by law.

b. On the Effective Date, and as a condition of receiving any portion of the Service Award Payment, Plaintiff will agree to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases Defendant from any and all Released Claims and also generally releases and discharges Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or

could have been asserted against Defendant arising before the signing of this Agreement. This general release includes, but is not limited to claims arising out of or relating to Plaintiff's employment by Defendant, including but not limited to any and all claims for violation of any section of the California Labor Code and/or Wage Orders; violation of the Fair Labor Standards Act ("FLSA"); failure to pay wages, benefits, vacation pay, severance pay, final pay, or other compensation of any sort; fraud; intentional or negligent misrepresentation; breach of contract; promissory estoppel; retaliation; violation of public policy; breach of implied covenant of good faith and fair dealing; defamation; unlawful effort to prevent employment; sexual harassment; discrimination on the basis of race, color, sex, national origin, ancestry, religion, age, disability, handicap, medical condition, marital status or any other protected class; any claim under the Fair Credit Reporting Act, California Consumer Credit Reporting Agencies Act, California Investigative Consumer Reporting Agencies Act, or other laws regarding background checks; any claim under Title VII of the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, *et seq.*; the Americans with Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 626(f); the California Fair Employment and Housing Act ("FEHA"), or California Government Code §§ 12940 *et seq.*; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"); violation of the Occupational Safety and Health Act ("OSHA") or any other health and/or safety laws, statutes or regulations; violation of the Employment Retirement Income Security Act of 1974 ("ERISA"); violation of the Internal Revenue Code; any other claim arising from employment; or other common law or tort matters and all other claims under federal, state, or local law. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, injunctive or equitable relief, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
2 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
3 THE DEBTOR OR RELEASED PARTY.

4 24. Miscellaneous.

5 a. The parties and their respective counsel will maintain the Agreement as
6 confidential and not publicly disclose the same (including electronically, by way of any web page,
7 blog, tweet, social media, or other electronic means) except for the specific exceptions stated herein.
8 This provision shall not apply to or limit the public filing of motions or other case materials in the
9 Action related to seeking and obtaining Court approval of the Settlement, separately negotiated
10 attorneys' fees and costs of Plaintiff's Counsel, the Service Award Payment, and the other relief set
11 forth in this Settlement. The parties understand and agree that there may be media coverage of the
12 settlement not initiated by Plaintiff or Defendant, directly or indirectly, as a result of the public filings.
13 Notwithstanding the foregoing, both before and following the execution of this Agreement by the
14 parties and their respective counsel, Plaintiff, Defendant, and their respective counsel agree that no
15 party shall issue any press release to the news media, nor shall any party communicate in any way with
16 news media concerning the Settlement or the Action except in response to specific questions, which
17 responses shall be limited to a statement that "this litigation has been resolved to the satisfaction of all
18 parties" and then refer media to court filings. Plaintiff's Counsel may also refer to this Settlement,
19 after the filing of the motion for settlement approval, in other court filings where prior experience is
20 discussed. Nothing in this paragraph shall prevent Defendant from disclosing and discussing
21 information concerning the Settlement prior to the filing of the settlement approval motion either
22 internally among company management or to the extent that Defendant believe that doing so is
23 required under applicable laws, rules, or regulations, such as in public filings or in communicating with
24 investors. Nothing in this paragraph shall restrict Defendant from communicating with its current
25 employees about its pay practices or any changes thereto. Nothing in this paragraph shall restrict
26 Plaintiff's Counsel from communicating with Employees about the Settlement in their role as
27 Plaintiff's Counsel, or limit the right of Defendant to disclose the terms and circumstances of the
28 settlement to employees who have responsibility for overseeing or managing Defendant's litigation,

1 law firms that represent Defendant, or persons who have an obligation to be informed about
2 Defendant's litigation. For purposes of this section, media includes all print and digital media,
3 including but not limited to newspapers, newsletters, magazines, articles, radio, blogs, websites, and
4 social media sites.

5 b. The parties agree to fully cooperate with each other to accomplish the terms of
6 this Agreement, including but not limited to executing such documents as may be reasonably necessary
7 to implement the terms of the Settlement.

8 c. The parties agree that the terms and conditions of this Agreement are the result
9 of lengthy, intensive, arm's-length negotiations between the parties and that this Agreement shall not
10 be construed in favor of or against any of the parties by reason of their participation in the drafting of
11 this Agreement. The parties acknowledge that they have been represented by counsel throughout all
12 negotiations that preceded the execution of this Agreement, and that this Agreement has been executed
13 with the consent and advice of counsel.

14 d. Except as set forth above, if the Court or, in the event of an appeal, any appellate
15 court modifies any material aspect of this Settlement, including but not limited to any judicial findings
16 included therein, Plaintiff or Defendant may terminate this Settlement as set forth below. The parties
17 acknowledge and agree that any modification to the terms of this Settlement relating to the scope of the
18 release, or to Defendant's financial obligations, shall be deemed a material modification constituting
19 grounds for cancellation or termination of the Settlement. Within fifteen (15) days of the Settlement
20 Administrator receiving notice from any party of such termination or failure, the Settlement
21 Administrator shall provide the parties with a report of all Settlement Administrator Costs incurred.
22 The party terminating the Settlement will be responsible for paying any Settlement Administrator
23 Costs already incurred. If the parties mutually terminate the Settlement, Plaintiff and Defendant each
24 will be responsible for paying fifty percent (50%) of any Settlement Administrator Costs already
25 incurred.

26 e. This Agreement shall be subject to and governed by the laws of the State of
27 California and subject to the exclusive and continuing jurisdiction of the Kern County Superior Court
28 pursuant to Code of Civil Procedure section 664.6. After entry of judgment, the Court will have

1 exclusive and continuing jurisdiction solely for purposes of addressing settlement administration
2 matters and such post-judgment matters as may be appropriate under court rules or as set forth in this
3 Agreement.

4 f. This Agreement may not be changed, altered, or modified, except in writing and
5 signed by counsel for the parties and approved by the Court.

6 g. This Agreement contains the entire agreement between the parties concerning
7 the subject matter hereof and supersedes all prior and contemporaneous agreements and
8 understandings, whether oral or written.

9 h. The parties and their counsel represent, covenant, and warrant that they have not
10 directly or indirectly assigned, transferred, or purported to assign or transfer to any person or entity any
11 portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

12 i. This Agreement shall be binding upon and inure to the benefit of the parties and
13 their respective heirs, trustees, executors, administrators, successors and assigns.

14 j. This Agreement may be executed in counterparts. All executed counterparts and
15 each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed
16 to be one and the same instrument. The individuals signing below warrant that they have authority to
17 enter into this Agreement on behalf of the party for which that individual signs.

18 k. The parties agree to waive appeals, except as explicitly stated herein. However,
19 either party may appeal any court order that materially alters the Agreement's terms.

20 l. No waiver of any condition or covenant contained in this Agreement or failure
21 to exercise a right or remedy by any of the parties hereto will be considered to imply or constitute a
22 further waiver by such party of the same or any other condition, covenant, right or remedy.

23 m. In the event of any breach of this Agreement, or any dispute arising from or
24 relating to the interpretation of or performance under this Agreement, the prevailing party in such
25 dispute will be entitled to its reasonable costs and attorneys' fees.

26 n. Within 240 days after the Effective Date, each party shall return, or confirm the
27 destruction of, all documents and data exchanged between the parties that relate to Plaintiff's claims. In
28 accordance with the professional rules and law, Plaintiff's counsel may retain all papers and property

1 to which Plaintiff is entitled, and may keep their own work product and filed briefs and pleadings that
2 may refer to, quote, or incorporate the documents and data exchanged between the parties that relate to
3 Plaintiff's claims.

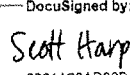
4 IN WITNESS THEREOF, the parties and their counsel have caused this Agreement to be
5 executed as of the date below.

6
7
8
9 **SIGNATURES**

10 **READ CAREFULLY BEFORE SIGNING**

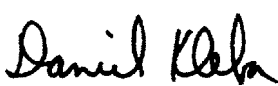
11
12 PLAINTIFF

13 Dated: 3/18/2024, 2024

14 By 
15 DocuSigned by:
63014C9AD96B401
16 Scott Harp

17
18 DEFENDANT

19 Dated: 3/21, 2024

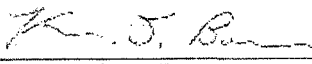
20 By 

21 Daniel Kleban
22 Please Print Name of Authorized Signatory

23 **APPROVED AS TO FORM**

24
25 **LAW OFFICES OF KEVIN T. BARNES**
26 **LAW OFFICE OF RAPHAEL A. KATRI**
27 **D.LAW, INC.**

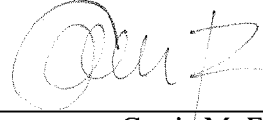
28 Dated: March 18, 2024

By 
Kevin T. Barnes
Raphael A. Katri
Gregg Lander
Attorneys for Plaintiff
Scott Harp

STINSON LLP

Dated: March 21, 2024

By



Carrie M. Francis
Attorneys for Defendant
California Cemetery and Funeral Services, LLC

EXHIBIT A

_____, 2024

[NAME]
[ADDRESS]

Re: *Scott Harp v. California Cemetery and Funeral Service, LLC*, Case No. BCV-21-101299 JEB
Superior Court of the State of California, County of Kern - Bakersfield

Dear [NAME],

As the Settlement Administrator in *Scott Harp v. California Cemetery and Funeral Service, LLC*, Kern County Superior Court, Case No. BCV-21-101299 JEB (“*Harp*”), we are writing to inform you that you are entitled to payment pursuant to the settlement of this lawsuit. Your settlement check is enclosed along with the appropriate IRS Form.

Background

Harp is a lawsuit filed on June 8, 2021, in Kern County Superior Court, and involving plaintiff Scott Harp (“Plaintiff”). Plaintiff claims that defendant California Cemetery and Funeral Service, LLC (“Defendant”) violated California law by failing to: (1) timely furnish accurate wage statements; (2) provide commission agreements in violation of Labor Code section 2751. The lawsuit sought civil penalties pursuant to California’s Private Attorneys General Act (“PAGA”) on behalf of all persons employed by Defendant in California as salaried exempt inside/outside Sales Managers and Sales Directors.

Terms of the Settlement

The parties reached an agreement to settle, have Judgment entered and dismiss the lawsuit, with prejudice. On **XXXX, 2024**, the Honorable David R. Zulfa, Kern County Superior Court Judge, approved the settlement. The settlement resolves all claims that were asserted against Defendant, including allegations that it is liable for civil penalties under the PAGA for the alleged violations. The settlement includes all persons employed by Defendant in California as salaried exempt inside/outside Sales Managers and Sales Directors from March 19, 2020 through **the date of approval of this Agreement or May 31, 2024** (“Employees”). This settlement does not resolve any other claims for any other employees not specifically described in the lawsuit.

The gross PAGA settlement amount of \$60,000 includes the following: (1) a service award payment to Plaintiff for his services on behalf of the Employees; (2) settlement administrator fees; and (3) a payment to California’s Labor Workforce Development Agency (“LWDA”) in accordance with California law. After deducting these amounts, a portion of the settlement amount, \$12,500 is available for distribution to the Employees.

After resolving the PAGA settlement amount, the parties have separately negotiated Plaintiff’s counsel’s fees and costs, which was approved by the Court.

No Admission of Liability

By agreeing to settle this action, Defendant is not admitting liability for any of the allegations or claims and deny such liability. Defendant agreed to settle the case as part of a compromise with Plaintiff. Counsel for Plaintiff believes that the claims have merit, but

recognizes that the risk and expense of continued litigation justify settlement. Counsel for Plaintiff believes that the settlement is fair, adequate, reasonable, and in the best interests of the Employees.

Your Payment Under the Settlement

Pursuant to the terms of the settlement, all Employees are eligible for a payment. Each individual's share of the settlement is based on the number of pay periods during which the individual worked at least part of one day for Defendant in California during the period from March 19, 2020 to and including May 31, 2024. Based on records maintained by Defendant, you worked a total number of _____ pay periods and your individual settlement payment is \$ ____.

Other Information

If you have any questions regarding how your settlement payment was calculated, changes of name, changes of address, etc., please contact the Settlement Administrator Rust Consulting, Inc. at [EMAIL] or [PHONE NUMBER]. If you have any questions that relate solely to the legal issues in the lawsuit, please contact the attorney listed below. If you have questions about the tax treatment of this payment, please consult your tax advisor or accountant.

Kevin T. Barnes
Law Offices of Kevin T. Barnes
(323) 549-9100
barnes@kbarnes.com

Very truly yours,

[Settlement Administrator]

EXHIBIT 2

Subject: Thank you for your Other Response or Document Submission

Date: Thursday, March 21, 2024 at 11:22:34 AM Pacific Daylight Time

From: DIR PAGA Unit

To: Jacquelyn Luong

Caution: This email originated from outside of the organization. Please take care when clicking links or opening attachments unless you recognize the sender and know the content is safe.

03/21/2024 11:21:48 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

CALIFORNIA CEMETERY

KTB TIMESHEET

<u>Date</u>	<u>Subject Matter</u>	<u>Time</u>	<u>Atty</u>
KB			
2/11/21	review new case email/docs, review, emails to RK	3.7	KB
2/12/21	el with new class rep, emails	1.1	KB
2/16/21	review retainer docs, emails	0.7	KB
2/24/21	emials re P	0.2	KB
3/1/21	review new comp plan, emails	0.6	KB
3/3/21	emails	0.3	KB
3/10/21	review all docs/emails, prepare New Case Data Sheet	4.2	KB
	emails re Data sheet exhibits, revise Data Sheet, emails re LWDA		
3/12/21	letter	3.1	KB
3/18/21	review LWDA letter, emails re IWO exemptions, research	1.9	KB
4/20/21	emails re calls	0.3	KB
	review memo re all cases, review D's LWDA		
	filing/exhibits/declaration, tel with other P atty re his case, tel with		
4/21/21	D atty re claims, memo to file, emails	3.9	KB
	review D's LWDA response/delc/exhibits, review Oracle SJ case		
4/22/21	and all briefing, memo re legal research	5.2	KB
4/28/21	review VR memo re cure, emails re issue/deadlines	1.9	KB
	review P's personnel file for potential names of D's and for all		
4/29/21	issues, tel with RK re issues, emails	3.1	KB
6/15/21	review/respond to D emails re cure/settlement, emails with VR	0.5	KB
6/16/21	emails re filing	0.2	KB
7/8/21	emails re mediation data needed	0.5	KB
7/26/21	review ISC scheduling, emails	0.4	KB
7/30/21	emails re magistrate judge/hearings	0.6	KB
8/3/21	emails re update on D data	0.2	KB
10/27/21	emails re settlement, review removal, emails to expert	2.2	KB
10/28/21	emails re expert analysis	0.2	KB
11/8/21	tel with atty Ben re his case, emails to Ben and expert	0.8	KB
11/11/21	tel with expert re damage exposure analysis	0.4	KB
	review expert damage analysis, tel with expert, email with		
2/15/22	settlement demand	2.8	KB
2/17/22	review experts updated analysis, demand to D atty	1.4	KB
3/16/22	emails re demand	0.2	KB
6/24/22	review D's email re arb, review arb agreement/case history, emails	1.7	KB
7/1/22	emails re oppo to arb motion	0.2	KB
7/12/22	email re sanctions	0.2	KB
7/20/22	attend CMC, emails	0.7	KB
7/21/22	emails	0.3	KB
8/3/22	emails re sanctions	0.2	KB
8/25/22	review D's motion to compel arb, emails	2.2	KB
9/10/22	emails re sanctions/review GA account	0.4	KB
9/19/22	emails re arb hearing/Tr	0.3	KB
9/20/22	emails re settlement post arb ruling	0.4	KB
10/3/22	emails re indiv arb demand	0.2	KB
10/12/22	review/finalize arb demand, emails re filing/service	1.1	KB
10/25/22	emails re arbitrators	0.5	KB
10/26/22	review JAMS rules re arb, emails	0.9	KB
10/27/22	emails re arbitrators	0.3	KB
11/9/22	emails re arbitrators	0.2	KB

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11/10/22	emails re arb fees/filing	0.4	KB
11/15/22	review JAMS arb materials, emails	0.9	KB
11/28/22	emails re billing	0.2	KB
1/26/23	emails	0.5	KB
2/23/23	emails re arb	0.4	KB
3/20/23	review notice of ruling, emails	1.1	KB
4/2/23	review arb list, emails	0.8	KB
4/7/23	emails re arbitrator and strike list, research, emails	1.4	KB
4/11/23	review strike list, emails	0.6	KB
4/18/23	emails	0.2	KB
4/20/23	settlement demand	0.4	KB
4/25/23	emails re settlement demand	0.4	KB
5/10/23	emails re Prel Arb conference	0.9	KB
5/11/23	emails re date w JAMS	0.3	KB
5/22/23	prep/attend arb call, emails	2.2	KB
6/6/23	prep for call with JAMS arb	0.8	KB
6/7/23	prep/call with arbitrator, emails	2.2	KB
6/8/23	review order, emails	0.8	KB
	review arb order, review JAMS rules, memo re to do, research		
6/13/23	Friat case/memo	4.9	KB
6/21/23	tel with expert, emails re damage calculations	0.9	KB
	prepare Initial exchange, review SROG/RFPD/PMQ dep notice,		
6/30/23	review all docs/exhibits for exchange, emails	5.9	KB
7/6/23	review/finalize P discovery	0.5	KB
7/7/23	emails re P/D's Rule 17 exchange	0.5	KB
	review D's exchange and all docs disclosed, compare with P's		
7/10/23	disclosure, organize	6.2	KB
7/10/23	review new 226 law, emails	0.5	KB
7/19/23	review arb agreement post Uber decision, emails	1.2	KB
7/24/23	emails re uber/settlement	0.4	KB
8/8/23	emails re M&C	0.3	KB
8/28/23	emails re PMQ depo	0.2	KB
9/5/23	emails re joint statement	0.3	KB
9/7/23	emails re PMQ	0.2	KB
9/11/23	emails re status/deadlines	0.3	KB
	email D attty re dates, review/research D emails with		
9/12/23	issues/collateral estoppel, tel wth D atty	3.9	KB
9/13/23	review/respond D atty re claims/facts	1.1	KB
9/18/23	emails re depo	0.2	KB
9/24/23	emails re PMQ dates	0.3	KB
9/26/23	emails re depo	0.3	KB
9/27/23	emails re depo	0.5	KB
9/28/23	prep/call w D atty re new deadlines, emails, review depo notices	1.2	KB
10/1/23	emails re dates/stip and roder	0.4	KB
10/3/23	emails	0.2	KB
10/4/23	review/revise email to arb, emails	1.3	KB
10/5/23	arb emails re new dates	0.5	KB
10/5/23	review docs/depo exhibits, memo re exhibits	3.1	KB
10/11/23	prep fro PMQ depo	5.1	KB
10/13/23	review all exh's, prep for PMQ	5.4	KB
	review all depo exhibits/all docs, prep/organize for PQQ depo,		
10/14/23	email D atty re additional docs	6.3	KB

CALIFORNIA CEMETERY

KTb TIMESHEET

10/16/23	prep/take PMQ, depo summary, Zoom prep w P	10.2	KB
10/17/23	memo re exemption issue	0.5	KB
10/17/23	emails re supp disclosure	0.5	KB
10/17/23	emails re JAMS billing/P depo	0.2	KB
10/19/23	tel with P, meials re exemption	1.1	KB
10/19/23	review P's depo summary, emails	0.6	KB
10/20/23	tel with class rep re exemption, emails	0.9	KB
10/23/23	revise RFPD/SROG post PMQ, emails	0.9	KB
10/23/23	revise Supp Disclosure, emails	1.2	KB
11/1/23	tel with D atty re settlement/issues, memo	0.4	KB
1/12/24	emails re SJ/oppo/deadlines	0.5	KB
1/13/24	review D's SJ, email/tel with D atty, emails to all	4.9	KB
1/13/24	review/update lodestar	1.6	KB
3/18/24	<u>Finalize Final Approval Docs</u>	<u>5.1</u>	<u>KB</u>
KB TOTAL =		145.6	\$130,312.00

GL

3/11/21	Emails from KB/RK re P info	0.1	GL
3/12/21	Emails from KB re Datasheet	0.1	GL
3/16/21	Email from JL re datasheet additions	0.3	GL
3/18/21	Open file; draft LWDA + emails t/f KB et al.	1.2	GL
3/19/21	Emails f/t KB/CD/VR re LWDA/Records Req	0.4	GL
4/16/21	Emails f/t CD/KB re records request / OPC call	0.2	GL
4/19/21	Emails f/t CC/KB re Harp case	0.2	GL
4/20/21	Emails from KB/CC re conf	0.1	GL
4/20/21	Emails from KB/CC/OPC re conf	0.1	GL
4/21/21	Email from KB re P records	0.1	GL
4/21/21	Email from KB/OPC re P docs/analysis	0.4	GL
4/21/21	Emails f/t KB/SP/JL re P's docs + review	0.5	GL
4/21/21	Process P's docs	0.2	GL
4/22/21	Emails from KB re D arguments	0.2	GL
4/22/21	Emails from KB/RK/VR to VR re analysis	0.4	GL
4/28/21	Emails from VR/RK re acknowledgement/P	0.1	GL
4/28/21	Emails from/to VR/RK/KB re 2751 research + review/research	0.4	GL
4/29/21	Emails from RK re research	0.1	GL
4/30/21	Emails from KB/RK re new Ds	0.1	GL
5/17/21	Email from JL re status letter	0.1	GL
5/21/21	Email f/t VR/KB re Cure response + revise	0.4	GL
5/21/21	Email to JL re status lttr	0.1	GL
6/7/21	Draft Complaint + email CD/KB	2.3	GL
6/8/21	Emails f/t KB/CD re complaint + finalize	0.3	GL
6/10/21	Email from OPC re cure dispute	0.2	GL
6/15/21	Email t/f CD re Complaint	0.1	GL
6/15/21	Email from KB re OPC lttr	0.1	GL
6/16/21	Emails f/t CD/KB re filing/Judge + research	0.4	GL
6/22/21	Email to CD re service of complaint	0.1	GL
6/24/21	Emails f/t CD re service	0.1	GL
6/28/21	Email from OPC re demand	0.1	GL
6/29/21	Email from KB re settlement discussions	0.1	GL
7/8/21	Emails from OPC/KB re policies	0.1	GL
7/23/21	Email from Crt re Scheduling Conf	0.1	GL
7/24/21	Email from KB re Removal docs + review	0.3	GL
7/26/21	Email from CD re d/l to remand	0.1	GL

CALIFORNIA CEMETERY

KTb TIMESHEET

7/28/21	Email t/f VR re remand	0.1	GL
7/29/21	Email from Crt re Answer + review	0.2	GL
7/30/21	Emails f/t Crt/ VR re magistrate consent	0.2	GL
8/2/21	Emails f/t CD re MJ Consent	0.1	GL
8/3/21	Email from KB re OPC info	0.1	GL
8/17/21	Emails f/t VR/CD re M2Remand	0.2	GL
8/18/21	Email from CD re hearing date for M4Remand	0.1	GL
8/19/21	Email t/f VR re M2Remand	0.1	GL
8/20/21	Email from VR re M2Remand	0.1	GL
8/23/21	Emails f/t CD/VR/Crt re M2Remand + review/revise	1.3	GL
8/27/21	Emails f/t Crt/VR/CD re M4Remand	0.2	GL
9/7/21	Emails f/t Crt/KB/VR re D's M2Remand Opp + review/research	0.7	GL
9/9/21	Emails f/t CD re Reply	0.1	GL
9/13/21	Emails f/t VR/CD re Reply + review/revise	0.4	GL
9/21/21	Email from CD re Scheduling Report	0.1	GL
9/24/21	Email CD re rescheduled ISC & Scheduling Report	0.1	GL
9/24/21	Emails from Crt/KB re Scheduling Conf	0.1	GL
10/27/21	Email from KB re mediation	0.1	GL
10/27/21	Emails f/t KB/OPC/JG re discovery/settlement	0.3	GL
10/28/21	Emails f/t JG re analysis	0.1	GL
10/30/21	Email from KB re analysis	0.1	GL
11/8/21	Emails f/ KB/JG re analysis	0.2	GL
11/11/21	Email f/t JG/KB re mediation analysis + review	0.3	GL
12/7/21	Email KB re m2remand ruling	0.1	GL
12/20/21	Emails f/t KB re M2Remand	0.1	GL
12/22/21	Email from JL re status	0.1	GL
1/6/22	Emails f/ Crt/KB re Magistrate	0.1	GL
1/7/22	Email from Crt re assignment	0.1	GL
1/17/22	Emails from KB/DP re his case	0.2	GL
1/18/22	Email KB re Defendant	0.2	GL
1/25/22	Emails from Crt/KB re Standing Order	0.1	GL
1/27/22	Email from Crt re Scheduling Conf	0.2	GL
1/27/22	Emails t/f JL/VR re M4Reconsideration + research	0.4	GL
1/28/22	Emails f/t JL re motion 4 reconsideration	0.1	GL
2/8/22	Email from OPC re demand	0.1	GL
2/16/22	Emails from JG/KB/JL re mediation analysis + review	0.2	GL
2/17/22	Email from KB re demand	0.1	GL
3/16/22	Email from KB re mediation docs	0.1	GL
3/24/22	Emails to/f KB/CD re Remand/Settlement + tcw Clerk	0.3	GL
5/25/22	Emails f/t Crt/VR/CD/RK re M4Remand + review	0.4	GL
6/15/22	Emails f/t CD re CMC	0.2	GL
6/20/22	Emails to CD re Stmnt / t/f VR re remand	0.3	GL
6/20/22	Research deadlines	0.3	GL
6/21/22	Emails f/t CD re CMC Stmnt	0.1	GL
6/21/22	Emails f/t CD re CMC Stmnt	0.1	GL
6/23/22	Emails f/t KB/VR re demand for arb	0.5	GL
6/23/22	Review correspondence and arb agreement	0.2	GL
6/24/22	Emails from KB re arb agt	0.1	GL
6/27/22	Email to OPC re CMC Stmnt + draft	0.5	GL
6/28/22	Emails f/t VR re M4Arb	0.2	GL
6/28/22	Draft correspondence re arb agreement	0.2	GL
7/1/22	Email CD re CMC Stmnt	0.1	GL

CALIFORNIA CEMETERY

KTB TIMESHEET

7/1/22	Emails f/t KB/VR re stays re arb	0.1	GL
7/1/22	Emails from OPC/KB re stay	0.2	GL
7/5/22	Email from CD re CMC Stmt	0.1	GL
7/5/22	Email from OPC re CMC Stmt	0.1	GL
7/5/22	Email OPC re stay	0.1	GL
7/5/22	Email to CD re motion reservation	0.1	GL
7/6/22	Emails f/t CD re M2Compel reservation	0.1	GL
7/12/22	Emails from KB/CD re sanctions	0.1	GL
7/14/22	Emails from KB/CD re Javier Torres	0.1	GL
7/15/22	Email CD re service list	0.1	GL
7/15/22	Emails to OPC/KB re sanctions	0.2	GL
7/19/22	Emails f/t CD/KB re CMC	0.3	GL
7/19/22	Emails f/t OPC/CD re sanctions/w-9	0.1	GL
7/20/22	Emails f/t KB re CMC	0.1	GL
7/21/22	Email from KB re OPC update	0.1	GL
7/22/22	Email from JL re status	0.1	GL
8/2/22	Email from KB re sanctions	0.1	GL
8/3/22	Emails t/f KB re sanctions	0.1	GL
8/10/22	Emails f/t VR re Disc1/2	0.3	GL
8/26/22	Email f/t VR re remand / discovery	0.1	GL
8/26/22	Emails f/t KB/VR re D's M2CompelArb + review	0.4	GL
8/29/22	Emails f/t KB/OPC/CD re sanctions	0.2	GL
8/30/22	Email from KB re sanctions + tcw	0.2	GL
9/5/22	Emails from/to VR re Arb Opp + review	0.4	GL
9/6/22	Email from KB re sanctions	0.1	GL
9/6/22	Review/revise Opp re M2CompelArb + emails t/f VR/JL	1.7	GL
9/7/22	Email from CD re Opp	0.1	GL
9/7/22	Emails f/t RK re sanctions	0.1	GL
9/10/22	Emails from KB re sanctions	0.1	GL
9/12/22	Email from RK re fees	0.1	GL
9/13/22	Email from KB re sanctions	0.1	GL
9/13/22	Emails f/ KB re Reply/RJN + review + emails to CD/VR	0.7	GL
9/17/22	Email from/to VR re Reply/notes + Study	0.9	GL
9/18/22	Study for Arb hearing + review new authority	0.6	GL
9/19/22	Addl study for motion (home)	1.8	GL
9/19/22	Emails f/t CD/KB re TR	0.1	GL
9/19/22	Study for Arb hearing + email VR	2.7	GL
9/20/22	Emails from KB/OPC re settlement discussion	0.1	GL
9/20/22	Prep for / attend Mtx + emails t/f KB/CD	0.9	GL
9/21/22	Email from OPC re Order re M2CArb Order + review	0.1	GL
9/29/22	Emails f/t KB/CD/OPC re proposed order	0.2	GL
10/4/22	Emails f/t KB/JL re arb demand	0.1	GL
10/5/22	Email from JL re Arb demand	0.1	GL
10/5/22	Emails f/t JL re Arb demand	0.2	GL
10/6/22	Email from KB/Crt re Order	0.1	GL
10/10/22	Revise Arb demand + email JL	1.1	GL
10/19/22	Email from OPC re arb demand	0.1	GL
10/20/22	Email OPC re arb demand + finalize	0.3	GL
10/24/22	Emails from Crt re Order re arb	0.1	GL
10/26/22	Emails f/t OPC/JL/KB re arb demand/arbitrators	0.3	GL
11/2/22	Emails f/t CD/OPC re arbitration	0.2	GL
11/4/22	Emails f/t Crt/KB re Order re Arb	0.1	GL

CALIFORNIA CEMETERY

KTB TIMESHEET

11/8/22	Email OPC re arbitration	0.1	GL
11/9/22	Emails f/t OPC re arb demand	0.1	GL
11/10/22	Emails from ADR/KB re adr fee	0.1	GL
11/14/22	Emails from/to KB/JL re arb receipt	0.1	GL
11/15/22	Emails from KB re arbitration	0.1	GL
11/28/22	Emails f/t Arb/VR/KB/CD re arb fee	0.2	GL
12/1/22	Emails from Crt/KB re Arb Order	0.1	GL
12/2/22	Email from OPC re arbitrator	0.1	GL
12/14/22	Emails from Arb/CD re arb fees	0.1	GL
12/16/22	Emial from KB re arb fee	0.1	GL
12/19/22	Emails t/f CD/JL/VR re arb agt + tcw JAMs	0.4	GL
12/19/22	Emails t/f VR re arb invoice	0.3	GL
12/20/22	Emails f/t VR/KB re status, OPC re late payment	0.5	GL
12/20/22	Research and draft correspondence re waiver of arb	1.5	GL
12/21/22	Email f/t OPC re arb payment + research	0.2	GL
12/23/22	Correspondence re amended complaint	0.2	GL
1/1/23	Email from KB re arb payment	0.1	GL
1/2/23	Emails from/to OPC/VR/KB re OPC position	0.3	GL
1/4/23	Email from CD re notice + review	0.1	GL
1/4/23	Emails f/t CD re Ntx of Assoc + review/revise	0.1	GL
1/6/23	Email from/to VR/KB re VR/GL billing	0.2	GL
1/6/23	Emails f/t VR/OPC re Arb payment	0.7	GL
1/6/23	Review meet and confer; Research 1281.97; draft correspondence	0.7	GL
1/13/23	Emails t/f VR/CD re motion	0.2	GL
1/16/23	Research and draft M&C	0.5	GL
1/17/23	Emails f/t CD/VR re M2Return to Court	0.3	GL
1/17/23	Correspondence re hrg date and title of motion	0.3	GL
1/20/23	Email from KB re registration	0.1	GL
1/25/23	Email from KB re Mtx	0.1	GL
1/25/23	Email KB re registration	0.1	GL
1/26/23	Emails from VR/KB re Mtx re Arb	0.2	GL
1/27/23	Email from VR re Mtx	0.1	GL
1/27/23	Emails f/t Arb/VR re arb list	0.2	GL
1/30/23	Email from Arb re arbitration	0.1	GL
1/30/23	Email from JL re status	0.1	GL
1/30/23	Email from KB re strike list	0.1	GL
2/6/23	Email from KB re new case + review	0.6	GL
2/6/23	Emails f/t KB re arb	0.1	GL
2/8/23	Email from VR re new authority	0.1	GL
2/8/23	Emails f/t Arb re strike list	0.2	GL
2/9/23	Research motion to lift stay	1.0	GL
2/10/23	Emails f/t VR re M&C re Arb mtx	0.2	GL
2/10/23	Research and draft motion to lift stay	3.0	GL
2/11/23	Continued research and draft motion to lift stay	3.2	GL
2/13/23	Emails f/t OPC/VR re arbitration	0.2	GL
2/13/23	Emails f/t VR/CD re Mtx re Arb + review/revise	0.8	GL
2/14/23	Emails f/t CD/KB re M2LiftStay	0.3	GL
2/14/23	Emails f/t VR/CD re Motion	0.2	GL
2/23/23	Email from OPC re pay details	0.1	GL
2/23/23	Emails f/t OPC/KB/VR re arbitration	0.4	GL
2/24/23	Email from KB re payment details	0.1	GL

CALIFORNIA CEMETERY

KTb TIMESHEET

3/2/23	Email f/t Crt/VR/OPC/KB re D's Opp + review	0.7	GL
3/2/23	Email from OPC re remote app	0.1	GL
3/7/23	Emails f/t VR re commencement letter	0.1	GL
3/7/23	Research and draft reply brief re lift stay	4.0	GL
3/8/23	Email f/t VR re invoice + research	0.2	GL
3/8/23	Emails f/t VR/CD re Reply re Mtx to Lift Stay	0.6	GL
3/8/23	Research and draft reply and supporting dec; Find compile exhibits	4.5	GL
3/9/23	Email from CD re service of Reply	0.1	GL
3/13/23	Emails f/t Crt/OPC/VR re ntx of supp authority + review	0.4	GL
3/15/23	Emails f/t CD/VR re M2Lift Stay + prep	1.9	GL
3/15/23	Draft hrg notes	1.5	GL
3/16/23	Prep for / attend M2Lift Stay + emails	3.8	GL
3/20/23	Emails f/t OPC/KB re Proposed Order/M2LiftStay	0.4	GL
3/22/23	Emails from OPC/JAMS re arbitrators	0.2	GL
3/23/23	Email JAMS re arbitrator list + research	0.3	GL
3/29/23	Email Arb re strike list + research	0.2	GL
3/30/23	Emails from/to JAMS/OPC re strike list	0.3	GL
3/31/23	Emails f/t JAMS/KB re strike list	0.4	GL
4/2/23	Email from KB re arbitrators	0.1	GL
4/4/23	Emails to JL/JAMs re Cela search + research	0.5	GL
4/10/23	Emails from Arb/KB re strike list	0.1	GL
4/11/23	CELA search + emails t/f KB re arb strike list	2.2	GL
4/12/23	Emails f/t VR/JAMS re arb strike list	0.2	GL
4/13/23	Email from JAMS re strike list	0.1	GL
4/19/23	Emails f/t JAMS/KB re arbitrator assignment	0.7	GL
4/20/23	Email from KB re arbitrator	0.1	GL
4/20/23	Emails from JAMS/KB re arbitration/settlement	0.1	GL
4/25/23	Emails from OPC/KB re settlement demand	0.1	GL
5/10/23	Emails from JAMS/OPC/KB re Arb Conf	0.1	GL
5/11/23	Email from JAMS re conf	0.1	GL
5/19/23	Email from CD re conf call	0.1	GL
5/22/23	Emails from KB/Arb/OPC re Arb Conf	0.2	GL
5/24/23	Email from JAMS re rescheduled hearing	0.1	GL
6/7/23	Email from JAMS re hearing order	0.6	GL
6/13/23	Email from Crt re Prelim Hearing	0.1	GL
6/13/23	Email from KB re arbitrator order/tasks	0.2	GL
6/13/23	Emails f/ KB/JL re Lopez case + review	0.6	GL
6/14/23	Email from VR re discovery	0.1	GL
6/21/23	Email from JAMS re final status call	0.1	GL
6/21/23	Emails to/f JL re discovery + review/revise	0.4	GL
6/30/23	Email from JL re discovery	0.1	GL
7/5/23	Review/revise discovery + email JL	1.1	GL
7/6/23	Email from JL re disc	0.1	GL
7/7/23	Emails f/ OPC/Crt re D's disclosures	0.2	GL
7/7/23	Emails from Crt re P's disclosures/discovery	0.1	GL
7/7/23	Emails from JL/KB/CD re arb discovery + review	0.2	GL
7/24/23	Email from KB re mediation	0.1	GL
7/26/23	Email to VR re D's Answer	0.2	GL
8/7/23	Emails t/f VR re Answer	0.1	GL
8/8/23	Emails from OPC/KB re discovery	0.2	GL
8/9/23	Email from JL re PMQ	0.1	GL

CALIFORNIA CEMETERY

KTB TIMESHEET

8/10/23	Emails from KB/JL re PMQ	0.1	GL
8/14/23	Email from KB re M&C re PMQ	0.1	GL
8/28/23	Email from KB re PMQ dates	0.1	GL
9/5/23	Emails from CD/KB/OPC re CMC Statement + review	0.3	GL
9/6/23	Email from CD re Jnt Stmnt	0.1	GL
9/7/23	Email from KB re PMQ	0.1	GL
9/7/23	Email from OPC re Jnt Stmnt	0.1	GL
9/8/23	Email from CD re Jnt Stmnt	0.1	GL
9/12/23	Emails f/t OPC/KB/JL re argument/authority	0.2	GL
9/12/23	Emails from KB/VR re collateral estoppel opinions + review	0.4	GL
9/12/23	Emails t/f VR re arb invoice deadline + research	0.2	GL
9/13/23	Email from ADR re hearing/invoice	0.1	GL
9/13/23	Emails from KB/OPC re PMQ/DLs	0.1	GL
9/14/23	Email from CD re CMC	0.1	GL
9/18/23	Emails from KB/OPC re PMQ	0.1	GL
9/20/23	Emails from KB/OPC re depos	0.2	GL
9/25/23	Email from KB re depos	0.1	GL
9/26/23	Emails from/to KB/OPC re depos	0.2	GL
9/27/23	Email from CD re P's depo	0.1	GL
9/27/23	Email from OPC re conf	0.1	GL
9/27/23	Emails from JAMS/OPC re P depo + PMQ	0.1	GL
9/28/23	Email from CD re PMQ	0.1	GL
9/28/23	Emails f/t KB re Stip re d/l's	0.2	GL
9/28/23	Emails from CR/CD/KB/OPC re P's depo	0.2	GL
9/29/23	Email to KB re discovery/cutoff	0.2	GL
10/2/23	Email from KB re Stip	0.1	GL
10/3/23	Emails f/ OPC/KB re stip	0.1	GL
10/3/23	Emails f/t KB re 6/7 Order	0.2	GL
10/4/23	Emails form OPC/Arb re revised dates	0.3	GL
10/4/23	Emails from OPC/KB re Stip	0.1	GL
10/5/23	Email from KB re new dates	0.1	GL
10/6/23	Email OPC re disc resps	0.1	GL
10/6/23	Email to JP/TK/CD re PMQ	0.1	GL
10/6/23	Emails from OPC/KB re pmq topics	0.1	GL
10/10/23	Email from JAMS re rescheduled hearing	0.1	GL
10/10/23	Email from JP re P's depo	0.1	GL
10/11/23	Email from KB re D's docs	0.1	GL
10/11/23	Email from OPC re disc resps	0.1	GL
10/11/23	Emails from CD/TK/JP re depo links	0.1	GL
10/11/23	Emails t/f KB re discovery/P's depo	0.2	GL
10/12/23	Email from JAMS re rescheduled conf call	0.1	GL
10/12/23	Emails t/f OPC/KB re disc resps	0.2	GL
10/12/23	Tcw KB re depos + email to KB	0.4	GL
10/13/23	Email from OPC re disc resps + review	0.4	GL
10/13/23	Email from/to KB re P's depo	0.1	GL
10/14/23	Emails from KB/OPC re Bonus plans + review	0.4	GL
10/16/23	Assist JP/TK re PMQ	0.1	GL
10/16/23	Email from KB re disclosures	0.1	GL
10/16/23	Emails from KB/VR re sales exemption	0.3	GL
10/16/23	Emails from/to KB/JL re disc to draft	0.2	GL
10/16/23	Research PAGA amendment	0.5	GL
10/17/23	Email f/t ADR/KB re invoice	0.2	GL

CALIFORNIA CEMETERY

KTb TIMESHEET

10/17/23	Email f/t KB re P's depo objections	0.2	GL
10/17/23	Email from ADR re deposition	0.1	GL
10/17/23	Email from JL re supp disclosures + review	0.3	GL
10/17/23	Email from KB re sales exemption	0.1	GL
10/17/23	Email KB re invoice	0.1	GL
10/17/23	Emails f/ JL/KB re disclosures	0.1	GL
10/17/23	Prep for / attend P's depo	4.9	GL
10/19/23	Email from KB re P's depo	0.1	GL
10/19/23	Emails from KB/VR re inside sales	0.1	GL
10/19/23	Emails from/to KB re D's invoice	0.1	GL
10/20/23	Email from JL re Disc2	0.2	GL
10/23/23	Email to KB re discovery response/discovery cutoff	0.2	GL
10/23/23	Emails f/t JL/KB/CD re supp disclosures + review	0.2	GL
10/23/23	Emails f/t KB re discovery + review/revise	0.4	GL
10/23/23	Emails from Crt re disc/discl	0.1	GL
10/23/23	Emails t/f MS/JL re discovery responses	0.1	GL
11/1/23	Emails f/t CR/CD re transcript + review	0.3	GL
11/7/23	Emails from KB/JL re supp disclosures	0.2	GL
11/15/23	Emails from/to JAMS/KB/CD re D's disclosures + review	0.3	GL
12/1/23	Email CD/KB re upcoming dates + research	0.2	GL
12/1/23	Email from OPC re disclosures	0.1	GL
12/3/23	Emails f/t KB re witnesses	0.1	GL
12/11/23	Email f/t CD re d/l's	0.1	GL
12/11/23	Email KB re discovery deadlines	0.1	GL
12/11/23	Emails f/t KB/OPC re 10/23 SROG2/RFPD2	0.2	GL
12/14/23	Email from KB re D's disc resps	0.1	GL
12/14/23	Email OPC re disc resps	0.1	GL
12/15/23	Email from OPC re disc resps + review	1.1	GL
12/18/23	Email from KB re disc resps	0.1	GL
12/19/23	Emails t/f KB/OPC re disc resps	0.2	GL
12/20/23	Email to KB re dispositive motions	0.2	GL
12/20/23	Emails f/t KB/OPC re verifs re disc	0.2	GL
12/21/23	Email from KB re dispositive mtxs	0.1	GL
12/21/23	Email KB re witness/exhibit exchange	0.2	GL
1/10/24	Email from KB re PMQ	0.1	GL
1/11/24	Emails from VR/KB re PMQ research	0.1	GL
1/12/24	Emails from/to Crt/KB/OPC/CD re MSA + review	0.6	GL
1/12/24	Email from VR re briefing schedule	0.1	GL
1/13/24	Email from KB re lodestar	0.1	GL
1/13/24	Emails from/to KB re MSA Opp	0.2	GL
1/13/24	Email from KB re briefing	0.1	GL
1/15/24	Emails t/f KB re lodestar + calc	0.3	GL
1/16/24	Email from OPC re briefing schedule	0.1	GL
1/17/24	Email from JAMS re invoice	0.1	GL
1/17/24	Email from VR re PMQ	0.1	GL
1/17/24	Emails f/ KB/JAMS re Arb msg	0.1	GL
1/18/24	Email from KB re PMQ	0.1	GL
1/18/24	Email from OPC re Out of State Atty certificate	0.1	GL
1/22/24	Emails f/t VR re PMQ transcript	0.1	GL
1/23/24	Email from Crt re MSA	0.1	GL
1/23/24	Email from KB re Mtx email	0.1	GL
1/23/24	Emails from VR/KB re MSA Opp + review	0.8	GL

CALIFORNIA CEMETERY

KTb TIMESHEET

1/24/24	Email from CD re telephonic mtg	0.1	GL
1/24/24	Email from CR re PMQ invoice	0.1	GL
1/24/24	Emails from Crt re Opp filing	0.1	GL
1/24/24	Emails from VR/KB re MSA Opp	0.2	GL
1/29/24	Emails from CD/KB re witness & exhibit list	0.1	GL
2/1/24	Emails from OPC/KB/Arb re settlement	0.3	GL
2/2/24	Emails from KB/CD/JL re settlement	0.3	GL
2/5/24	Email f/t CD re Status Conf	0.1	GL
2/6/24	Email f/t CD re Statement + revise	0.3	GL
2/13/24	Emails from CD/OPC re Stip + review	0.2	GL
2/14/24	Email from KB re settlement agt + review	0.4	GL
3/5/24	Email from OPC re settlement agreement revisions + review	0.4	GL
3/6/24	Emails from KB/JL/OPC re settlement agt changes + review	0.2	GL
3/11/24	Emails from JL/KB re approval motion	0.1	GL
3/14/24	Emails from KB/OPC re settlement	0.1	GL
3/15/24	Emails from KB/OPC re settlement docs + review	0.3	GL
3/18/24	Finalize Lodestar + text KB + tcw KB	0.3	GL
GL TOTAL =		113.2	\$89,994.00
KTb TOTAL =		258.8	\$220,306.00

EXHIBIT 4

METHODOLOGY

The National Law Journal's survey of billing rates of the largest U.S. law firms provides the High and Low rates for partners and associates.

Starting in 2007, associate class billing data was added to the report from those firms that establish rates based on associate class. The survey results also include:

- High and low partner principal billing rates
- High and low associate principal billing rates
- Firm billing alternatives
- Associate & Partner billing averages and medians
- Firm wide billing averages and medians
- Methodology/Sources:

The National Law Journal asked respondents to its annual survey of the nation's largest law firms (the NLJ 250) to provide a range of hourly billing rates for partners and associates. The firms that supplied this information—including some firms not in the NLJ 250*—are listed below. Firms were also asked to provide average and median billing rates. The data includes total number of attorneys at the firm, and the city of the firm's principal or largest office.

The associate class chart includes a sampling of hourly rates charged by law firms that establish billing rates based on associate class.

Data for variations and alternatives to hourly billing rates is included where provided by responding firms. Firms were asked to differentiate between variations on the traditional billable hour (e.g., discounted and blended hourly rates) and true alternatives to the billable hour (e.g., fixed or flat fees, contingency fees, hybrid fees and retrospective fees based on value). The percentages given denote the estimated portions of the firms' revenues obtained through each of these two categories.

* Not all firms opt to report billing information



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2012 NLJ Billing Survey

Year	Firm Name	Location	Average FTE Attorneys	Firmwide Billing Rate High	Firmwide Billing Rate Low	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Med	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Med	NLJ Billing Source	Notes
2012	Adams and Reese	New Orleans	267	\$595.00	\$120.00	\$320.00	\$595.00	\$275.00	\$375.00	\$305.00	\$175.00	\$250.00	2012 NLJ Billing Survey	
2012	Best Best & Krieger	Riverside, CA	191	\$625.00	\$225.00	\$390.00	\$625.00	\$310.00	\$435.00	\$390.00	\$225.00	\$250.00	2012 NLJ Billing Survey	
2012	Brinks Hofer Gilson & Lione	Chicago	135	\$835.00	\$105.00	\$385.00	\$835.00	\$325.00	\$560.00	\$460.00	\$190.00	\$325.00	2012 NLJ Billing Survey	
2012	Bryan Cave	St. Louis	884	\$795.00	\$200.00	\$480.00	\$795.00	\$390.00	\$553.00	\$550.00	\$200.00	\$373.00	2012 NLJ Billing Survey	
2012	Butzel Long	Detroit	140	\$750.00	\$210.00	\$313.00	\$750.00	\$290.00	\$363.00	\$425.00	\$210.00	\$234.00	2012 NLJ Billing Survey	
2012	Cozen O'Connor	Philadelphia	503	\$970.00	\$235.00	\$440.00	\$970.00	\$320.00	\$513.00	\$575.00	\$235.00	\$345.00	2012 NLJ Billing Survey	
2012	Dickinson Wright	Detroit	254				\$585.00	\$285.00		\$280.00	\$205.00		2012 NLJ Billing Survey	

2012	Dickstein Shapiro	Washington	343	\$1250.00	\$210.00	\$580.00	\$1250.00	\$560.00	\$700.00	\$570.00	\$235.00	\$460.00	2012 NLJ Billing Survey	
2012	Dinsmore & Shohl	Cincinnati	412	\$650.00	\$130.00	\$310.00	\$650.00	\$180.00	\$380.00	\$325.00	\$130.00	\$225.00	2012 NLJ Billing Survey	
2012	DLA Piper	New York	3746	\$1200.00	\$105.00	\$635.00	\$1200.00	\$550.00	\$775.00	\$760.00	\$335.00	\$530.00	2012 NLJ Billing Survey	
2012	Dorsey & Whitney	Minneapolis	531	\$835.00	\$200.00	\$410.00	\$835.00	\$305.00	\$525.00	\$420.00	\$200.00	\$275.00	2012 NLJ Billing Survey	
2012	Dykema Gossett	Chicago	331	\$685.00	\$130.00	\$415.00	\$675.00	\$395.00	\$505.00	\$465.00	\$235.00	\$305.00	2012 NLJ Billing Survey	
2012	Epstein Becker & Green	New York	275	\$750.00	\$215.00	\$435.00	\$750.00	\$330.00	\$535.00	\$455.00	\$215.00	\$330.00	2012 NLJ Billing Survey	
2012	Fisher & Phillips	Atlanta	237	\$565.00	\$215.00	\$410.00	\$565.00	\$350.00	\$430.00	\$395.00	\$215.00	\$305.00	2012 NLJ Billing Survey	
2012	Foley & Lardner	Milwaukee	874	\$875.00	\$200.00	\$495.00	\$875.00	\$390.00	\$570.00	\$605.00	\$200.00	\$370.00	2012 NLJ Billing Survey	
2012	Fox Rothschild	Philadelphia	471	\$795.00	\$200.00	\$435.00	\$760.00	\$340.00	\$500.00	\$480.00	\$200.00	\$310.00	2012 NLJ Billing Survey	
2012	Frost Brown Todd	Cincinnati	393	\$525.00	\$150.00	\$295.00	\$525.00	\$205.00	\$350.00	\$275.00	\$150.00	\$205.00	2012 NLJ Billing Survey	
2012	Gardere Wynne Sewell	Dallas	242	\$795.00	\$230.00	\$485.00	\$795.00	\$395.00	\$565.00	\$525.00	\$235.00	\$350.00	2012 NLJ Billing Survey	
2012	Gibbons	Newark, NJ	200	\$815.00	\$285.00	\$450.00	\$815.00	\$395.00	\$500.00	\$450.00	\$285.00	\$320.00	2012 NLJ Billing Survey	
2012	Harris Beach	Rochester, NY	189	\$625.00	\$175.00	\$350.00	\$625.00	\$285.00	\$400.00	\$350.00	\$175.00	\$250.00	2012 NLJ Billing Survey	

2012	Hiscock & Barclay	Syracuse, NY	165	\$650.00	\$175.00	\$361.00	\$650.00	\$235.00	\$441.00	\$275.00	\$175.00	\$225.00	2012 NLJ Billing Survey	
2012	Hogan Lovells	Washington	2253	\$1200.00	\$230.00	\$625.00	\$1200.00	\$545.00	\$750.00	\$655.00	\$310.00	\$465.00	2012 NLJ Billing Survey	
2012	Holland & Hart	Denver	394	\$695.00	\$180.00	\$360.00	\$695.00	\$275.00	\$420.00	\$400.00	\$180.00	\$268.00	2012 NLJ Billing Survey	
2012	Holland & Knight	Washington	908	\$985.00	\$200.00	\$490.00	\$985.00	\$315.00	\$560.00	\$575.00	\$200.00	\$310.00	2012 NLJ Billing Survey	
2012	Husch Blackwell	St. Louis	520	\$890.00	\$185.00	\$355.00	\$890.00	\$240.00	\$405.00	\$445.00	\$185.00	\$235.00	2012 NLJ Billing Survey	
2012	Kelley Drye & Warren	New York	303	\$950.00	\$285.00	\$550.00	\$950.00	\$450.00	\$660.00	\$600.00	\$285.00	\$450.00	2012 NLJ Billing Survey	
2012	Knobbe Martens Olson & Bear	Irvine, CA	265	\$760.00	\$120.00	\$380.00	\$760.00	\$425.00	\$525.00	\$420.00	\$295.00	\$330.00	2012 NLJ Billing Survey	
2012	Lathrop & Gage	Kansas City, MO	290	\$595.00	\$175.00	\$355.00	\$595.00	\$285.00	\$410.00	\$385.00	\$205.00	\$245.00	2012 NLJ Billing Survey	
2012	Lewis and Roca	Phoenix	183	\$725.00	\$225.00	\$470.00	\$725.00	\$410.00	\$520.00	\$450.00	\$225.00	\$330.00	2012 NLJ Billing Survey	
2012	Locke Lord	Dallas	540	\$1285.00	\$265.00	\$560.00	\$1285.00	\$455.00	\$655.00	\$600.00	\$265.00	\$400.00	2012 NLJ Billing Survey	
2012	McAfee & Taft	Oklahoma City	183	\$500.00	\$165.00	\$335.00	\$500.00	\$250.00	\$375.00	\$265.00	\$165.00	\$215.00	2012 NLJ Billing Survey	
2012	McDonald Hopkins	Cleveland	128	\$600.00	\$185.00	\$380.00	\$595.00	\$310.00	\$440.00	\$370.00	\$185.00	\$270.00	2012 NLJ Billing Survey	
2012	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, NJ	286	\$575.00	\$190.00	\$300.00	\$575.00	\$300.00	\$385.00	\$325.00	\$190.00	\$255.00	2012 NLJ Billing Survey	

2012	McKenna Long & Aldridge	Atlanta	424	\$830.00	\$215.00	\$455.00	\$830.00	\$375.00	\$550.00	\$560.00	\$215.00	\$395.00	2012 NLJ Billing Survey	
2012	Michael Best & Friedrich	Milwaukee	196	\$650.00	\$210.00	\$380.00	\$650.00	\$245.00	\$425.00	\$350.00	\$210.00	\$265.00	2012 NLJ Billing Survey	
2012	Miles & Stockbridge	Baltimore	213	\$700.00	\$230.00	\$405.00	\$700.00	\$320.00	\$460.00	\$350.00	\$230.00	\$300.00	2012 NLJ Billing Survey	
2012	Miller & Martin	Chattanooga, TN	169	\$630.00	\$180.00	\$340.00	\$630.00	\$250.00	\$385.00	\$285.00	\$185.00	\$225.00	2012 NLJ Billing Survey	
2012	Nelson Mullins Riley & Scarborough	Columbia, SC	414	\$850.00	\$80.00	\$330.00	\$850.00	\$230.00	\$420.00	\$370.00	\$160.00	\$258.00	2012 NLJ Billing Survey	
2012	Patton Boggs	Washington	491	\$990.00	\$170.00	\$550.00	\$990.00	\$425.00	\$665.00	\$570.00	\$240.00	\$435.00	2012 NLJ Billing Survey	
2012	Perkins Coie	Seattle	747	\$910.00	\$220.00	\$485.00	\$910.00	\$290.00	\$560.00	\$605.00	\$220.00	\$365.00	2012 NLJ Billing Survey	
2012	Polsinelli Shughart	Kansas City, MO	503	\$650.00	\$210.00	\$350.00	\$650.00	\$300.00	\$390.00	\$325.00	\$210.00	\$260.00	2012 NLJ Billing Survey	
2012	Rutan & Tucker	Costa Mesa, CA	144	\$650.00	\$200.00		\$650.00	\$340.00		\$425.00	\$200.00		2012 NLJ Billing Survey	
2012	Saul Ewing	Philadelphia	219	\$800.00	\$225.00	\$450.00	\$800.00	\$335.00	\$500.00	\$510.00	\$225.00	\$310.00	2012 NLJ Billing Survey	
2012	Schulte Roth & Zabel	New York	371	\$995.00	\$125.00	\$605.00	\$995.00	\$785.00	\$895.00	\$705.00	\$295.00	\$585.00	2012 NLJ Billing Survey	
2012	Sedgwick	San Francisco	343	\$420.00	\$157.00	\$299.00	\$587.00	\$189.00	\$361.00	\$420.00	\$157.00	\$260.00	2012 NLJ Billing Survey	
2012	Shumaker, Loop & Kendrick	Toledo, OH	219	\$570.00	\$180.00	\$375.00	\$570.00	\$280.00	\$390.00	\$325.00	\$210.00	\$255.00	2012 NLJ Billing Survey	

2012	Shutts & Bowen	Miami	212	\$635.00	\$190.00	\$380.00	\$635.00	\$250.00	\$415.00	\$370.00	\$190.00	\$263.00	2012 NLJ Billing Survey	
2012	Stoel Rives	Portland, OR	374	\$655.00	\$200.00	\$400.00	\$655.00	\$300.00	\$463.00	\$435.00	\$200.00	\$276.00	2012 NLJ Billing Survey	
2012	Strasburger & Price	Dallas	212	\$649.36	\$189.65	\$397.00	\$649.00	\$213.00	\$402.00	\$385.00	\$190.00	\$243.00	2012 NLJ Billing Survey	
2012	Sullivan & Worcester	Boston	144	\$900.00	\$320.00	\$570.00	\$900.00	\$500.00	\$670.00	\$540.00	\$320.00	\$430.00	2012 NLJ Billing Survey	
2012	Thompson & Knight	Dallas	291	\$900.00	\$260.00	\$530.00	\$900.00	\$440.00	\$595.00	\$480.00	\$260.00	\$365.00	2012 NLJ Billing Survey	
2012	Thompson Coburn	St. Louis	309	\$750.00	\$200.00		\$750.00	\$330.00		\$460.00	\$200.00		2012 NLJ Billing Survey	
2012	Ulmer & Berne	Cleveland, OH	178	\$615.00	\$195.00	\$350.00	\$615.00	\$265.00	\$420.00	\$395.00	\$195.00	\$295.00	2012 NLJ Billing Survey	
2012	Winstead	Dallas	258	\$645.00	\$215.00	\$410.00	\$645.00	\$375.00	\$475.00	\$425.00	\$215.00	\$320.00	2012 NLJ Billing Survey	

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow. The National Law Journal January 13, 2014 Monday

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THE NATIONAL
LAW JOURNAL

The National Law Journal

January 13, 2014 Monday

SECTION: NLJ'S BILLING SURVEY; Pg. 1 Vol. 36 No. 20

LENGTH: 1860 words

HEADLINE: \$1,000 Per Hour **Isn't Rare Anymore;**
Nominal billing levels rise, but discounts ease blow.

BYLINE: KAREN SLOAN

BODY:

As recently as five years ago, law partners charging \$1,000 an hour were outliers. Today, four-figure hourly rates for indemand partners at the most prestigious firms don't raise eyebrows-and a few top earners are closing in on \$2,000 an hour.

These rate increases come despite hand-wringing over price pressures from clients amid a tough economy. But everrising standard billing rates also obscure the growing practice of discounts, falling collection rates, and slow march toward alternative fee arrangements.

Nearly 20 percent of the firms included in The National Law Journal's annual survey of large law firm billing rates this year had at least one partner charging more than \$1,000 an hour. Gibson, Dunn & Crutcher partner Theodore Olson had the highest rate recorded in our survey, billing \$1,800 per hour while representing mobile satellite service provider LightSquared Inc. in Chapter 11 proceedings.

Of course, few law firm partners claim Olson's star power. His rate in that case is nearly the twice the \$980 per hour average charged by Gibson Dunn partners and three times the average \$604 hourly rate among partners at NLJ 350 firms. Gibson Dunn chairman and managing partner Ken Doran said Olson's rate is "substantially" above that of other partners at the firm, and that the firm's standard rates are in line with its peers.

"While the majority of Ted Olson's work is done under alternative billing arrangements, his hourly rate reflects his stature in the legal community, the high demand for his services and the unique value that he offers to clients given his extraordinary experience as a former solicitor general of the United States who has argued more than 60 cases before the U.S. Supreme Court and has counseled several presidents," Doran said.

In reviewing billing data this year, we took a new approach, asking each firm on the NLJ 350-our survey of the nation's 350 largest firms by attorney headcount-to provide their highest, lowest and average billing rates for associates and partners. We supplemented those data through public records. All together, this year's survey includes information for 159 of the country's largest law firms and reflects billing rates as of October.

The figures show that, even in a down economy, hiring a large law firm remains a pricey prospect. The median among the highest partner billing rates reported at each firm is \$775 an hour, while the median low partner rate is \$405. For associates, the median high stands at \$510 and the low at \$235. The average associate rate is \$370.

Multiple industry studies show that law firm billing rates continued to climb during 2013 despite efforts by corporate counsel to rein them in. TyMetrix's 2013 Real Rate Report Snapshot found that the average law firm billing rate increased by 4.8 percent compared with 2012. Similarly, the Center for the Study of the Legal Profession at the Georgetown University Law Center and Thomson Reuters Peer Monitor found that law firms increased their rates by an average 3.5 percent during 2013.

Of course, rates charged by firms on paper don't necessarily reflect what clients actually pay. Billing realization rates-which reflect the percentage of work billed at firms' standard rates- have fallen from 89 percent in 2010 to nearly 87 percent in 2013 on average, according to the Georgetown study. When accounting for billed hours actually collected by firms, the realization rate falls to 83.5 percent.

"What this means, of course, is that- on average-law firms are collecting only 83.5 cents for every \$1.00 of standard time they record," the Georgetown report reads. "To understand the full impact, one need only consider that at the end of 2007, the collected realization rate was at the 92 percent level."

In other words, law firms set rates with the understanding that they aren't likely to collect the full amount, said Mark Medice, who oversees the Peer Monitor Index. That index gauges the strength of the legal market according to economic indicators including demand for legal services, productivity, rates and expenses. "Firms start out with the idea of, 'I want to achieve a certain rate, but it's likely that my client will ask for discounts whether or not I increase my rate,'" Medice said.

Indeed, firms bill nearly all hourly work at discounts ranging from 5 percent to 20 percent off standard rates, said Peter Zeughauser, a consultant with the Zeughauser Group. Discounts can run as high as 50 percent for matters billed under a hybrid system, wherein a law firm can earn a premium for keeping costs under a set level or for obtaining a certain outcome, he added. "Most firms have gone to a two-tier system, with what is essentially an aspirational rate that they occasionally get and a lower rate that they actually budget for," he said.

Most of the discounting happens at the front end, when firms and clients negotiate rates, Medice said. But additional discounting happens at the billing and collections stages. Handling alternative fee arrangements and discounts has become so complex that more than half of the law firms on the Am Law 100-NLJ affiliate The American Lawyer's ranking of firms by gross revenue-have created new positions for pricing directors, Zeughauser said.

THE ROLE OF GEOGRAPHY

Unsurprisingly, rates vary by location. Firms with their largest office in New York had the highest average partner and associate billing rates, at \$882 and \$520, respectively. Similarly, TyMetrix has reported that more than 25 percent of partners at large New York firms charge \$1,000 per

hour or more for contracts and commercial work.

Washington was the next priciest city on our survey, with partners charging an average \$748 and associates \$429. Partners charge an average \$691 in Chicago and associates \$427. In Los Angeles, partners charge an average \$665 while the average associate rate is \$401.

Pricing also depends heavily on practice area, Zeughauser and Medice said. Bet-the-company patent litigation and white-collar litigation largely remain at premium prices, while practices including labor and employment have come under huge pressure to reduce prices.

"If there was a way for law firms to hold rates, they would do it. They recognize how sensitive clients are to price increases," Zeughauser said. But declining profit margins—due in part to higher technology costs and the expensive lateral hiring market—mean that firms simply lack the option to keep rates flat, he said.

BILLING SURVEY METHODOLOGY

The National Law Journal's survey of billing rates of the largest U.S. law firms provides the high, low and average rates for partners and associates.

The NLJ asked respondents to its annual survey of the nation's largest law firms (the NLJ 350) to provide a range of hourly billing rates for partners and associates as of October 2013.

For firms that did not supply data to us, in many cases we were able to supplement billing-rate data derived from public records.

In total, we have rates for 159 of the nation's 350 largest firms.

Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

We used these data to calculate averages for the nation as a whole and for selected cities.

Billing Rates at the Country's Priciest Law Firms

Here are the 50 firms that charge the highest average hourly rates for partners.

Billing Rates at the Country's Priciest Law Firms

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER HOURLY RATES	ASSOCIATE HOURLY RATES				
			AVERAGE	HIGH	LOW	AVERAGE	HIGH	LOW
* Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. For complete numbers, please see NLJ.com .								
** Firm did not exist in this form for the entire year.								
Debevoise & Plimpton	New York	615	\$1,055	\$1,075	\$955	\$490	\$760	\$120
Paul, Weiss,	New York	803	\$1,040	\$1,120	\$760	\$600	\$760	\$250

Rifkind, Wharton & Garrison									
Skadden, Arps, Slate, Meagher & Flom	New York	1,735	\$1,035	\$1,150	\$845	\$620	\$845	\$340	
Fried, Frank, Harris, Shriver & Jacobson	New York	476	\$1,000	\$1,100	\$930	\$595	\$760	\$375	
Latham & Watkins	New York	2,033	\$990	\$1,110	\$895	\$605	\$725	\$465	
Gibson, Dunn & Crutcher	New York	1,086	\$980	\$1,800	\$765	\$590	\$930	\$175	
Davis Polk & Wardwell	New York	787	\$975	\$985	\$850	\$615	\$975	\$130	
Willkie Farr & Gallagher	New York	540	\$950	\$1,090	\$790	\$580	\$790	\$350	
Cadwalader, Wickersham & Taft	New York	435	\$930	\$1,050	\$800	\$605	\$750	\$395	
Weil, Gotshal & Manges	New York	1,201	\$930	\$1,075	\$625	\$600	\$790	\$300	
Quinn Emanuel Urquhart & Sullivan	New York	697	\$915	\$1,075	\$810	\$410	\$675	\$320	
Wilmer Cutler Pickering Hale and Dorr	Washington	961	\$905	\$1,250	\$735	\$290	\$695	\$75	
Dechert	New York	803	\$900	\$1,095	\$670	\$530	\$735	\$395	
Andrews Kurth	Houston	348	\$890	\$1,090	\$745	\$528	\$785	\$265	
Hughes Hubbard & Reed	New York	344	\$890	\$995	\$725	\$555	\$675	\$365	
Irell & Manella	Los Angeles	164	\$890	\$975	\$800	\$535	\$750	\$395	
Proskauer Rose	New York	746	\$880	\$950	\$725	\$465	\$675	\$295	
White & Case	New York	1,900	\$875	\$1,050	\$700	\$525	\$1,050	\$220	
Morrison & Foerster	San Francisco	1,010	\$865	\$1,195	\$595	\$525	\$725	\$230	
Pillsbury Winthrop Shaw Pittman	Washington	609	\$865	\$1,070	\$615	\$520	\$860	\$375	
Kaye Scholer	New York	414	\$860	\$1,080	\$715	\$510	\$680	\$320	
Kramer Levin Naftalis & Frankel	New York	320	\$845	\$1,025	\$740	\$590	\$750	\$400	
Hogan Lovells	Washington	2,280	\$835	\$1,000	\$705	-	-	-	

Kasowitz, Benson, Torres & Friedman	New York	365	\$835	\$1,195	\$600	\$340	\$625	\$200
Kirkland & Ellis	Chicago	1,517	\$825	\$995	\$590	\$540	\$715	\$235
Cooley	Palo Alto	632	\$820	\$990	\$660	\$525	\$630	\$160
Arnold & Porter	Washington	748	\$815	\$950	\$670	\$500	\$610	\$345
Paul Hastings	New York	899	\$815	\$900	\$750	\$540	\$755	\$335
Curtis, Mallet- Prevost, Colt & Mosle	New York	322	\$800	\$860	\$730	\$480	\$785	\$345
Winston & Strawn	Chicago	842	\$800	\$995	\$650	\$520	\$590	\$425
Bingham McCutchen	Boston	900	\$795	\$1,080	\$220	\$450	\$605	\$185
Akin Gump Strauss Hauer & Feld	Washington	806	\$785	\$1,220	\$615	\$525	\$660	\$365
Covington & Burling	Washington	738	\$780	\$890	\$605	\$415	\$565	\$320
King & Spalding	Atlanta	838	\$775	\$995	\$545	\$460	\$735	\$125
Norton Rose Fulbright	N/A**	N/A**	\$775	\$900	\$525	\$400	\$515	\$300
DLA Piper	New York	4,036	\$765	\$1,025	\$450	\$510	\$750	\$250
Bracewell & Giuliani	Houston	432	\$760	\$1,125	\$575	\$440	\$700	\$275
Baker & McKenzie	Chicago	4,004	\$755	\$1,130	\$260	\$395	\$925	\$100
Dickstein Shapiro	Washington	308	\$750	\$1,250	\$590	\$475	\$585	\$310
Jenner & Block	Chicago	432	\$745	\$925	\$565	\$465	\$550	\$380
Jones Day	New York	2,363	\$745	\$975	\$445	\$435	\$775	\$205
Manatt, Phelps & Phillips	Los Angeles	325	\$740	\$795	\$640	-	-	-
Seward & Kissel	New York	152	\$735	\$850	\$625	\$400	\$600	\$290
O'Melveny & Myers	Los Angeles	738	\$715	\$950	\$615	-	-	-
McDermott Will & Emery	Chicago	1,024	\$710	\$835	\$525	-	-	-
Reed Smith	Pittsburgh	1,468	\$710	\$945	\$545	\$420	\$530	\$295
Dentons	N/A**	N/A**	\$700	\$1,050	\$345	\$425	\$685	\$210
Jeffer Mangels Butler & Mitchell	Los Angeles	126	\$690	\$875	\$560	-	-	-
Sheppard,	Los	521	\$685	\$875	\$490	\$415	\$535	\$275

Mullin, Richter Angeles
& Hampton

Alston & Bird	Atlanta	805	\$675	\$875	\$495	\$425	\$575	\$280
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THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

THE FOUR-FIGURE CLUB

Gibson, Dunn & Crutcher	\$1,800
Dickstein Shapiro	\$1,250
Wilmer Cutler Pickering Hale and Dorr	\$1,250
Akin Gump Strauss Hauer & Feld	\$1,220
Kasowitz, Benson, Torres & Friedman	\$1,195
Morrison & Foerster	\$1,195
Skadden, Arps, Slate, Meagher & Flom	\$1,150
Baker & McKenzie	\$1,130
Bracewell & Giuliani	\$1,125
Paul, Weiss, Rifkind, Wharton & Garrison	\$1,120

Contact Karen Sloan at ksloan@alm.com

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EXHIBIT 5

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11 Attorneys for Plaintiffs ROSA CANTU and
12 SANDRA CHU

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

16 ROSA CANTU AND SANDRA CHU,
17 individually and on behalf of others similarly
situated,

18 Plaintiffs,

19 vs.

20 PACIFIC BELL TELEPHONE COMPANY
d/b/a AT&T CALIFORNIA, and Does 1 through
21 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No.: BC441237

CLASS ACTION [Code Civ. Proc. § 382]

REPRESENTATIVE ACTION
[Labor Code § 2698, *et seq.*]

**DECLARATION OF RICHARD M. PEARL
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD
OF REASONABLE ATTORNEYS' FEES
AND COSTS**

Date: February 4, 2011
Time: 9:00 a.m.
Dept: 324
Judge: Emilie H. Elias

1 I, Richard M. Pearl, declare:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I could
3 and would testify competently to the matters stated herein.

4 **A. Background**

5 2. I am a member in good standing of the California State Bar. I am in private practice as
6 the principal of my own law firm, the Law Offices of Richard M. Pearl. I specialize in issues related to
7 court-awarded attorneys' fees, including the representation of parties in fee litigation and appeals,
8 serving as an expert witness, and serving as a mediator and arbitrator in disputes concerning attorneys'
9 fees and related issues. In this case, I have been asked by Plaintiffs' counsel to express my expert
10 opinion regarding their claim for reasonable attorneys' fees.

11 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall
12 School of Law, University of California, Berkeley, California. After graduation, I spent fourteen years
13 in federally-funded legal services programs before going into private practice in 1982. From 1977 to
14 1982, I was Director of Litigation for California Rural Legal Assistance, Inc., a statewide legal services
15 program with more than fifty attorneys. Since April 1987, I have been a sole practitioner in the San
16 Francisco Bay Area. Martindale Hubbell rates my law firm "AV." I also have been selected as a
17 Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, and 2010. A copy
18 of my Resume is attached hereto as Exhibit A.

19 4. Since 1982, my practice has been a general civil litigation and appellate practice, with an
20 emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written
21 extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's
22 Attorneys Fees Task Force and have testified before the State Bar Board of Governors and the
23 California Legislature on attorneys' fee issues. I am the author of California Attorney Fee Awards, (3d
24 ed Cal. CEB 2010). I also was the author of California Attorney Fee Awards, 2d Ed. (Calif. Cont. Ed.
25 of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,
26 and 2008 Supplements. This treatise has been cited by the California appellate courts on more than 35
27 occasions. I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993 Supplements to its
28 predecessor, CEB's California Attorney's Fees Award Practice. In addition, I authored a federal

1 manual on attorneys' fees entitled Attorneys' Fees: A Legal Services Practice Manual, published by the
2 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's
3 Wrongful Employment Termination Practice, 2d Ed. (1997).

4 5. More than 90% of my practice is devoted to issues involving court-awarded attorney's
5 fees. I have been counsel in over 140 attorneys' fee applications in state and federal courts, primarily
6 representing other attorneys. I also have briefed and argued more than 40 appeals, at least 25 of which
7 have involved attorneys' fees issues. In the past ten or so years, I have successfully handled four cases
8 in the California Supreme Court involving court-awarded attorneys' fees: (1) *Delaney v. Baker* (1999)
9 20 Cal. 4th 23, which held that heightened remedies, including attorneys' fees, are available in suits
10 against nursing homes under California's Elder Abuse Act; (2) *Ketchum v. Moses* (2001) 24 Cal. 4th
11 1122, which held, inter alia, that contingent risk multipliers remain available under California attorney
12 fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in
13 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme
14 Court); (3) *Flannery v. Prentice* (2001) 26 Cal. 4th 572, which held that in the absence of an agreement
15 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and
16 (4) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, which I handled, along with trial counsel,
17 in both the Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a
18 previous attorneys' fee decision in the Supreme Court, *Maria P. v. Riles* (1987) 43 Cal. 3d 1281, and
19 represented amicus curiae, along with Richard Rothschild, in the Supreme Court's most recent fee
20 decision, *Vasquez v. State of California* (2009) 45 Cal. 4th 243. I also have handled several Ninth
21 Circuit attorneys' fees matters, including *Davis v. City & County of San Francisco* (9th Cir. 1992) 976
22 F.2d 1536, *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470, *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.
23 App. LEXIS 2194, and *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973. See
24 Exhibit A.

25 **B. Plaintiffs' Counsel's Rates**

26 6. I have been asked by Plaintiffs' counsel to submit this declaration in support of
27 Plaintiffs' Motion for Final Approval of Class Action Settlement and an Award of Reasonable
28 Attorneys' Fees and Costs. I submit this declaration to provide the Court information concerning

1 hourly rates for attorneys in the San Francisco Bay Area, and in particular to provide information
2 demonstrating that the hourly rates requested by Plaintiffs' counsel in this matter are within the range of
3 market rates being charged in the San Francisco Bay Area and the San Diego market for similar
4 services, i.e. handling and trying complex class actions on behalf of employees against large employers
5 like Pacific Bell Telephone Company in this case.

6 7. I understand that Plaintiffs' counsel are requesting an award of attorneys' fees at the
7 following rates:

8 a. Goldstein Demchak Baller Borgen & Dardarian, Oakland, CA

9

Name	Grad Year	Billing Rate
Roberta L. Steele	1993	\$600
Laura L. Ho	1994	\$600
Joseph E. Jaramillo	1995	\$550
Senior Paralegal		\$195
Paralegal		\$150

10
11
12

13 b. GraceHollis LLP, San Diego, CA

14

Name	Grad Year	Billing Rate
Graham S.P. Hollis	1985	\$600
Marta Manus	2008	\$375
Senior Paralegal		\$170

15
16

17 8. Through my writing and practice, I have become familiar with the non-contingent
18 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained in
19 several ways: (1) by handling attorneys' fee litigation; (2) by discussing fees with other attorneys;
20 (3) by obtaining declarations regarding prevailing market rates in cases in which I represent attorneys
21 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as
22 surveys and articles on attorney's fees in the legal newspapers and treatises.

23 9. The information I have gathered, some of which is summarized below, shows that the
24 rates requested by Plaintiffs' counsel in this case are well in line with the non-contingent market rates
25 charged by litigation attorneys of similar qualifications and experience in San Francisco, San Diego,
26 and similar markets.

27 ///

28 ///

1 c. **Rates found reasonable in other cases.**

2 Set forth below are rates that were awarded by the courts in the following cases:

3 **2010 Rates**

4 (1) *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7,
5 Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage
6 and hour class action, in which the court found the following hourly rates reasonable (before
7 applying a 2.36 multiplier):

8

Years of Experience	Rate
51	\$875
39	\$750
38	\$600
33	\$775
25	\$550
23	\$650
21	\$625
19	\$610
18	\$600
17	\$585
16	\$570
15	\$560
14	\$550
13	\$525
12	\$515
11	\$510
10	\$505
9	\$500
7	\$460
4	\$435
Law Clerks	\$125-\$260

11 **2009 Rates**

12 (1) *Center for Biological Diversity v. California Fish & Game Commission, San*
13 *Francisco Superior Court* No. CPF-08-508759, Order Granting Petitioners' Motion for Attorneys' Fees,
14 filed December 1, 2009, in which the court found reasonable the following hourly rates:

15

Years of Experience	Rate
25	\$650
8	\$375
4	\$250
Law Clerks	\$150

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(2) *Kashmiri et al v. Regents of U.C.*, San Francisco Superior Court, Order Granting Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed September 30, 2008, in which the court found the following rates reasonable, plus a 3.7 lodestar multiplier:

Years of Experience	Rate
40	\$750
22	\$690
14	\$590
7	\$420
4	\$345
2	\$295
Law Clerks	\$200
Paralegals	\$195

(4) *Environmental Law Foundation v. Laidlaw Transit, Inc.*, San Francisco Superior Court No. CGC-06-451832, Order Granting Motion for Court Approval of Parties Joint Stipulated Judgment, filed September 22, 2008, in which the court found the following hourly rates reasonable in a Proposition 65 action, plus a 1.25 multiplier:

Years of Experience	Rate
29	\$750
26	\$700
24	\$700
23	\$650
18	\$650
16	\$625
14	\$600
10	\$560
9	\$495-\$575
8	\$475
7	\$450
6	\$395
4	\$325
2	\$300
1	\$250
Paralegals	\$145-\$175
Interns	\$125

(5) *Gardner v. Schwarzenegger*, Alameda County Superior Court No. RG06-278911, Order After Hearing filed April 20, 2009, aff'd by unpublished opinion, 2010 Cal. App. Unpub. LEXIS 1240, in which the court found the following 2008 rates reasonable, plus a 1.75 multiplier:

Years of Experience	Rate
17	\$640
14	\$590
8	\$445
Paralegal	\$170

a. **Rate Information from Surveys and Other Cases.**

I have reviewed numerous declarations and depositions filed in other cases, as well as various surveys of legal rates. These include the Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as Exhibit B). These sources show the hourly rates for litigation undertaken on a non-contingent basis by the following California law firms, listed in alphabetical order:

Altshuler Berzon LLP

2009 Rates:

Years Experience	Rate
32	\$775
15	\$625
8	\$475
Law Clerks	\$200
Paralegals	\$195

2007 Rates:

Years Experience	Rate
23	\$700
15	\$550
5	\$325
Paralegals	\$155-\$190

Cooley Godward Kronish LLP

2008 Rates:

Years Experience	Rate
Partners	\$525-\$980
Associates	\$285-\$570

2007 Rates:

Years Experience	Rate
Partners	\$470-\$875 (average \$673)
Associates	\$250-\$555 (average \$403)

Coughlin Stoia Geller Rudman & Robbins, LLP

2007 Rates:

Years Experience	Rate
42	\$700
19	\$650
14	\$650
14	\$600
13	\$585
11	\$510
6	\$460
5	\$285

Duane Morris LLP

2009 Rates:

Years Experience	Rate
Partners	\$325-\$795
Associates	\$225-\$450

Epstein Becker & Green LLP

2009 Rates:

Years Experience	Rate
Partners	\$350-\$855
Associates	\$180-\$475

Fenwick & West

2007 Rates:

Years Experience	Rate
Partners	\$500-\$775 (average \$590)
Associates	\$245-\$500 (average \$370)

Hadsell Stormer

2009 Rates:

Years Experience	Rate
35	\$775
20	\$575

Howard, Rice, Nemerovski, Canady, Falk & Rabkin

2008 Rates:

Years Experience	Rate
Partners	\$515-\$795
Associates	\$275-\$510

2007 Rates:

Years Experience	Rate
Partners	\$495-\$775
Associates	\$275-\$485

Litt, Estuar, Harrison & Kitson, LLP

2009 Rates:

Years Experience	Rate
39	\$800
16	\$550
3	\$320
2	\$285
Paralegals	\$125-\$235
Law Clerks	\$225

Loeb & Loeb

2009 Rates:

Years Experience	Rate
Partners	\$475-\$950
Associates	\$285-\$450

2008 Rates:

Years Experience	Rate
Partners	\$450-\$925
Associates	\$260-\$500

2007 Rates:

Years Experience	Rate
Partners	\$475-\$875 (average \$606)
Associates	\$240-\$500 (average \$400)

Manatt, Phelps & Philips

2009 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$250-\$505

2008 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$290-\$505

2007 Rates:

Years Experience	Rate
Partners	\$520-\$785 (average \$600)
Associates	\$265-\$480 (average \$395)

Morrison Foerster

2009 Rates:

Years Experience	Rate
24	\$750

2008 Rates:

Years Experience	Rate
45	\$675
36	\$725
33	\$785
14	\$650
12	\$600
9	\$560
7	\$535
5	\$485
1	\$520
Paralegals	\$185- \$230

2007 Rates:

Years Experience	Rate
44	\$675
11	\$550
8	\$520
6	\$475
3	\$250

O'Melveny & Myers

2009 Rates:

Years Experience	Rate
36-37	\$860-\$950
21	\$820
16-18	\$700-\$710
14	\$595-\$675
10	\$590
8	\$565
7	\$540-\$565
5-6	\$480-\$520
2-4	\$395-450
Paralegals	\$225-310

Reed Smith

2008 Rates:

Years Experience	Rate
Partners	\$375-\$900 (average \$626)
Associates	\$235-\$580 (average \$423)

2007 Rates:

Years Experience	Rate
Partners	\$350-\$825 (average \$558)
Associates	\$200-\$510 (average \$374)

Rudy, Exelrod & Zieff

2009 Rates:

Years Experience	Rate
Partners 31	\$700
Associates 3	\$305

2007 Rates:

Years Experience	Rate
Partners 29 12	\$700 \$500
Associates 10 8	\$400 \$330
Law Clerk	\$200
Paralegal	\$150

Schonbrun, DeSimone, Seplow, Harris & Hoffman

2009 Rates:

Years Experience	Rate
33	\$750
25	\$625
24	\$625
8	\$375
6	\$370
Paralegals	\$125

Sheppard, Mullin, Richter & Hampton

2008 Rates:

Years Experience	Rate
Partners	\$475-\$795
Associates	\$275-\$455

2007 Rates:

Years Experience	Rate
Partners	\$425-\$795
Associates	\$260-\$550

Townsend and Townsend and Crew

2009 Rates:

Years Experience	Rate
Partners	\$480-\$750
Associates	\$260-\$460

Winston & Strawn

2009 Rates:

Years Experience	Rate
Partners	\$400-\$995
Associates	\$210-\$670

10. The hourly rates set forth above pertain largely to law firms headquartered in the San Francisco Bay Area and Los Angeles. To the extent those law firms handle cases in other jurisdictions, like San Diego, they almost always charge the same rates that they do for litigation in the Bay Area. To the extent Plaintiffs' claim is based upon San Diego rates, however, I also am of the opinion that they are in line with the rates charged by lawyers of comparable skill, experience, and reputation for comparable work, *i.e.*, complex representative litigation in San Diego. I base that opinion on the following facts:

a. In a report filed with the California Public Utilities Commission (attached as Exhibit C), the San Diego Gas & Electric Co. reported that in 2003, it hired outside counsel at rates of from \$477-625 per hour for partners with 13 or more years experience, \$435 per hour for partners with 8-12 years of practice, and \$239-425 per hour for associate attorneys with up to 7 years of practice. Hourly rates have increased significantly since then.

b. San Diego law firm Luce, Forward, Hamilton & Scripps reports that in 2010, its partner rates ranged from \$350 to \$670 per hour, and its associate rates ranged from \$245 to \$445 per hour. In 2009, its partner rates ranged from \$360 to \$650 per hour, and its associate rates ranged from \$240 to \$540 per hour.

11. My research regarding attorneys' fees in California has indicated a consistent increase in fees over the last several years. Most firms increased their rates over these periods. Consistent with this market, I raised my rates in 2009 and 2010, and will raise it again in 2011, to reflect both the

1 demand for my services and inflation in costs and legal rates; my rate is still significantly less than
2 many attorneys with comparable experience, expertise, and skills at other firms.

3 12. The hourly rates set forth above are those charged where full payment is expected
4 promptly upon the rendition of the billing and without consideration of factors other than hours and
5 rates. If any substantial part of the payment were to be deferred for any substantial period of time, for
6 example, or if payment were to be contingent upon outcome or any other factor, the fee arrangement
7 would be adjusted accordingly to compensate the attorneys for those factors.

8 13. In my experience, fee awards are almost always determined based on current rates, i.e.,
9 the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the
10 work was performed. This is a common and accepted practice to compensate attorneys for the delay in
11 being paid.

12 **C. Plaintiffs' Counsel's Requested Percentage Fee**

13 14. I understand that Plaintiffs request an award of fees under the common fund doctrine as a
14 percentage of the fund recovered in this litigation sufficient to provide them with a reasonable fee. This
15 is an appropriate request because this is a fully-paid, non-reversionary settlement in which the value of
16 the class recovery is fully monetized at \$2,000,000, inclusive of fees, expenses, and settlement
17 administration costs. Under these circumstances, courts award fees as percentages of the common fund
18 where they are in line with the range of fees freely negotiated in the legal marketplace in comparable
19 litigation.

20 15. Based on the information I have gathered and my own experience and expertise, it is my
21 opinion that the 33 1/3% common fund fee recovery requested by Class Counsel is, in the
22 circumstances of this case, reasonable and consistent with awards approved by other California state
23 courts reviewing class action settlements, based on the factors discussed below.

24 16. My opinion is based in part on the fact that, as a common fund case with the fund
25 consisting of \$2 million, Plaintiffs' claimed fee of 33 1/3% is entirely consistent with the legal
26 marketplace for attorneys' services in contingency fee cases involving similar financial recoveries. In
27 the course of my practice, I have become familiar with the contingency fee percentages charged by law
28 firms to sophisticated institutional clients in large damage cases. Based on that knowledge and my

1 experience in the attorneys' fees field generally, it is my opinion that if competent and experienced
2 attorneys and a sophisticated client were to negotiate a contingency fee agreement under the
3 circumstances where (a) a high risk, complex case was being contemplated, (b) it is anticipated that the
4 opposition would be vigorous, and (c) the attorneys would not be paid unless and until they were able to
5 obtain significant relief for the client, the sophisticated client would be more than willing to enter into a
6 retainer agreement under which the client would pay only the litigation out-of-pocket costs, and the
7 attorneys could reasonably expect to recover 5% to 35% of the total value of any recovery as fees.

8 17. An award of 33 1/3% of the common fund requested by Class Counsel here is consistent
9 with legal marketplace for attorneys' services in contingency fee cases because of (a) the high risk
10 involved in litigating an incentive compensation plan case on behalf of nearly 100 California
11 employees; (b) the vigorous defense presented by the large defense firm that represents Defendant here;
12 (c) the relatively small size of the common fund, which weighs toward a higher percentage; and (d) the
13 fact that here, unlike in the paradigm market practices situation described in the previous paragraph,
14 Class Counsel were obligated to advance the substantial litigation costs on a contingent basis with risk
15 of delay in repayment as well as possible non-repayment, and to represent Plaintiffs through appeal of
16 any judgment in this case. This award would also be appropriate to encourage settlement, reward
17 counsel for maximizing their clients' recoveries, and promote the private enforcement of the wage and
18 hour laws Plaintiffs allege were violated.

19 **D. Plaintiffs' Counsel's Lodestar Multiplier**

20 18. Courts often cross-check a percentage-based fee against a lodestar based fee to determine
21 if it is reasonable. I understand that Plaintiffs' lodestar here is \$332,383.88 on non-fees work. The
22 \$666,667 fee award requested represents a 2 multiplier on the non-fees lodestar.

23 19. The expense and risk of public interest litigation has not diminished over the years; to
24 the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer
25 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can only
26 continue if their fee awards reflect true market value. Attorneys who litigate on a wholly or partially
27 contingent basis expect to receive significantly higher effective hourly rates in cases where
28 compensation is contingent on success. As the case law recognizes, this does not result in any

1 "windfall" or undue "bonus." In the legal marketplace, a lawyer who assumes a significant financial
2 risk on behalf of a client rightfully expects that his or her compensation will be significantly greater
3 than if no risk was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the
4 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to
5 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes
6 them competitive in the legal marketplace, helping to ensure that meritorious cases will be brought to
7 enforce important public interest policies and that clients who have meritorious claims will be more
8 likely to obtain qualified counsel.

9 20. In my experience, lodestar multipliers of 2 to 4 are typical for class actions such as this
10 case. Plaintiffs' requested fee falls well within this range.

11 **E. Plaintiffs' Counsel's Out-of-Pocket Expenses.**

12 21. I have reviewed the billing practices of hundreds of attorneys in California. Based on
13 my experience and knowledge of these billing practices, I am aware that it is a common practice for
14 firms to bill their clients for out-of-pocket expenses incurred in litigation on a monthly basis as they are
15 incurred. Such expenses include, but are not limited to, charges incurred for copying, long-distance
16 telephone calls, postage, messengers, travel, deposition and hearing transcripts, legal and non-legal
17 computer research services, mediation services, and expert witnesses. I am informed that Plaintiffs
18 expended \$16,258.08 in out-of-pocket litigation expenses in this case, including \$8,000 for the services
19 of an experienced and skilled mediator, David Rotman, who brokered the settlement in this case. Based
20 on my knowledge and experience of such costs and billing practices, it is my opinion that these
21 expenses are reasonable given the complex nature of this case.

22 If called as a witness, I could and would competently testify from my personal knowledge to the
23 facts stated herein. I declare under penalty of perjury under the laws of the state of California the
24 foregoing is true and correct.

25 Executed this 4th day of January, 2011, at Berkeley, California.

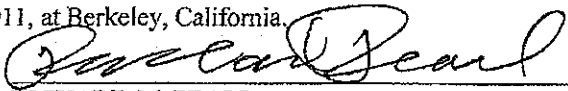
26 
27 RICHARD M. PEARL

EXHIBIT 6

Disbursement Detail

Printed: 01/17/2024

Firm Firm not entered

CaseID 21.006

Style Harp, Scott vs. CA CEMETERY & FUNERAL SERVICES

FILING FEES

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Janney & Janney	Filing Fee	6927053-02	01/06/2023	85.00
Janney & Janney	Filing Fee	69227101-02	01/06/2023	85.00
Janney & Janney	Filing Fee	6927101-01	01/09/2023	43.75
Janney & Janney	Filing Fee	6927053-01	01/09/2023	40.00
Janney & Janney	Filing Fee	7123186-02	02/15/2023	150.00
Janney & Janney	Filing Fee	7123186-01	02/22/2023	40.00
Janney & Janney	Filing Fee	7123186-01	02/22/2023	103.75
Janney & Janney	Filing Fee	7237487-02	03/09/2023	150.00
Janney & Janney	Filing Fee	7237487-01	03/09/2023	43.75
Janney & Janney	Filing Fee	8194927-01	09/08/2023	64.25
Janney & Janney	Filing Fee	8194927-02	09/11/2023	105.50
				911.00

SERVICE OF PROCESS

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Allstar Atty Service	Serve Summons and Complaint	7867	07/26/2021	200.00
				200.00

EXPERT FEES

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Berger Consulting Group	Expert Fee	8087	03/07/2022	100.00
				100.00

COURT REPORTER FEES

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Imagine Reporting	Imagine Reporting	101643	11/01/2023	2,279.00
				2,279.00

TOTAL: **3,490.00**

EXHIBIT 7

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Attorneys for Plaintiff SCOTT HARP, on
behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN - BAKERSFIELD

SCOTT HARP, on behalf of himself and all
others similarly situated,

Plaintiffs,

v.

CALIFORNIA CEMETERY AND
FUNERAL SERVICES, LLC, a Delaware
corporation; and DOES 1 to 100, inclusive,

Defendants.

CLASS ACTION

Case No.: BCV-21-101299 JEB

**DECLARATION OF PAGA
REPRESENTATIVE SCOTT HARP IN
SUPPORT OF MOTION FOR
SETTLEMENT UNDER THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT (Penalties Pursuant to Labor Code
§558)**

Hearing Date: May 9, 2024

Hearing Time: 8:30 a.m.

Honorable Gregory A. Pulskamp
Division J

Action filed: June 8, 2021

Trial Date: None Set

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I, Scott Harp, declare as follows:

1. I am a competent adult, over the age of eighteen and am the named Plaintiff in the current matter. The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I worked for Defendant for approximately twelve years from approximately 2008 to October 28, 2020, at Defendant's location in Bakersfield, California. My last job title was a Sales Manager.

3. I am familiar with the work involved in prosecuting the Representative Action against my former employer. I have had several in-person and telephonic meetings with my attorneys. I am familiar with the client meetings, discovery conducted, settlement meetings, and have participated in all stages of the litigation up to and including preparation for approval of PAGA action settlement on behalf of the aggrieved employees.

4. When I worked for Defendant, I was subjected to the same labor code claims involving wage statements and failure to provide commission contracts as all other Aggrieved Employees.

5. I have and will continue to adequately represent the interests of all Aggrieved Employees. I have no interests which are inconsistent with any of these Aggrieved Employees.

6. I have always considered the interests of the other Aggrieved Employees just as I have my own interests and understand that I have to put the interests of the other Aggrieved Employees before my own. I have participated, and will continue to participate, in this lawsuit up to and through the time of judgment. I have agreed to represent the other Aggrieved Employees because of the importance of the case and so that other Aggrieved Employees can benefit from the enforcement of the law and the savings of time, money and effort that should result in the settlement of this case.

7. I believe that the PAGA Action Settlement obtained on behalf of the Aggrieved Employees is fair and reasonable in view of the issues and risks involved with the case.

8. I believe that the Service Award of \$5,000 for me is fair and reasonable. This

1 service award takes into consideration the time, effort, risks, stress, as well as the benefit provided
2 to all Aggrieved Employees as a result of my involvement in this litigation.

3 9. I have spent approximately 35 hours on this case. This includes the initial time I
4 spent investigating these claims and all work for this litigation which lasted over three years,
5 meeting with my attorneys, settlement prep, participating in the settlement discussions, and all
6 follow-up work with my attorneys. I also had my deposition taken for a full day. I believe I have
7 been diligent and acted above and beyond that which is expected of a PAGA Representative
8 throughout all stages of the litigation, up to and including judgement.

9 10. Furthermore, it is my opinion that the service award is fair and reasonable because
10 in addition to the many hours spent participating in this case, I accepted the potential risk of
11 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. My attorneys
12 told me these costs could be tens of thousands of dollars or more based on the type of case
13 involved and length of the litigation. I believed in this case and was willing to be a PAGA
14 Representative Plaintiff knowing the risks involved.

15 11. This matter has also caused me significant stress and grief. It is often on the back
16 of my mind. After my separation from Defendants, I was also out of work for approximately
17 two months and lost approximately \$30,000 as a result of my separation and that created a severe
18 financial burden on me. During this time, I had financial difficulty and was not able to pay my
19 bills and racked up credit card debt.

20 12. This litigation has also resulted in a valuable benefit to the Aggrieved Employees
21 who will participate in the monetary payout of this Settlement because of my involvement. I
22 have been advised by my attorneys that the average employee will receive a settlement payment
23 of approximately \$27.11 and the highest settlement payment will be approximately \$41.09. This
24 is a great benefit to all Aggrieved Employee.

25 13. Likewise, I risk the potential stigma of being a PAGA Representative in a PAGA
26 Action labor dispute which may affect my future employment in this industry. A Google search
27 with my name and Defendants show that I'm a Plaintiff in this PAGA Action case in the first six
28 entries. Attached as **Exhibit 1** is a copy of the Google search page showing my name six times.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that if called as a witness, I could competently testify to the same.

Executed on March ²¹, 2024 at Bakersfield, California.

DocuSigned by:

 By: 63014C9AD96B401...
SCOTT HARP, Declarant

EXHIBIT 1



scott harp v. california cemetery



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Casetext

<https://casetext.com> › ... › ED CA › 2022 › May ▾

Harp v. Cal. Cemetery & Funeral Servs.

Scott Harp, acting on his own behalf and on the behalf of similarly situated employees, initiated suit in state court for violations of the **California Labor** ...



Justia Dockets & Filings

<https://dockets.justia.com> › ... › Eastern District ▾

Harp v. California Cemetery and Funeral Services, LLC

Plaintiff: **Scott Harp**. Defendant: **California Cemetery and Funeral Services, LLC**. Case Number: 1:2021cv01118. Filed: July 23, 2021.



Trellis.Law

<https://trellis.law> › doc › proposed-order-cover-sheet ▾

HARP ET AL VS CALIFORNIA CEMETERY AND FUNERAL ...

On June 07, 2021 a Motion-Secondary was filed involving a dispute between Harp, Scott, **Scott Harp**, **Scott Harp**, On Behalf Of Himself And All Others Similarly ...



Justia

<https://law.justia.com> › federal › california › caedce ▾

Harp v. California Cemetery and Funeral Services, LLC, No. 1: ...

Harp v. California Cemetery and Funeral Services, LLC, No. 1:2021cv01118 - Document 18 (E.D. Cal. 2022) case opinion from the Eastern District of **California** ...



Trellis.Law

<https://trellis.law> › proposed-order-cover-sheet-with-order ▾

Motion-Secondary: HARP ET AL VS CALIFORNIA CEMETERY ...

On June 07, 2021 a Motion-Secondary was filed involving a dispute between Harp, Scott, **Scott Harp**, **Scott Harp**, On Behalf Of Himself And All Others Similarly ...



UniCourt

<https://unicourt.com> › ... › Kern County Superior Courts ▾

HARP ET AL VS CALIFORNIA CEMETERY AND ...

On 06/08/2021 **HARP** filed a Labor - Other Labor lawsuit against **CALIFORNIA CEMETERY AND FUNERAL SERVICES, LLC, A DELAWARE CORPORATION**.



Genealogy Trails

<http://genealogytrails.com> › cal › cemeteries › daggettcm ▾

San Bernardino County California Daggett Cemetery

Daggett Pioneer Cemetery Daggett, San Bernardino County, **California**, USA I visited this cemetery May 2008 it is a very poorly kept cemetery right off old ...



Facebook · Los Angeles National Cemetery

390+ followers ▾

Los Angeles National Cemetery

The Los Angeles National Cemetery is located across from the VA Greater Los Angeles Health Care System. The cemetery opened in May 1889 and is open to new

Rating: 5 · 4 votes

Missing: seott | Show results with: scott



TheRestorationMovement.com

<https://www.therestorationmovement.com> › california ▾

Dr. Carroll Kendrick