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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GRANT WESTBROOK, an individual, on
behalf of himself and others similarly situated,

PLAINTIFF,

v.

C.L.M.P. LTD.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 37-2021-00019187-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Ronald F. Frazier in Dept. C-65]

**DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
PLAINTIFF'S MOTION FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of GRANT
WESTBROOK and Makenna Sno; Proposed
Order, and Judgment]*

Date: September 29, 2023

Time: 8:30 A.M.

Dept.: C-65

Complaint Filed: April 29, 2021

FAC Filed: July 6, 2021

SAC Filed: April 27, 2023

Trial Date: None Set

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I, Liane Katzenstein Ly, state and declare as follows:

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

2. I make this declaration in support of Plaintiff's Motions for Final Approval of Class Action Settlement and Plaintiff's Motion for Approval Attorneys' Fees and Costs in the above-captioned case.

3. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

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

RELEVANT PROCEDURAL HISTORY

5. On April 29, 2021, Plaintiff filed a class action complaint on behalf of himself and the Proposed Class alleging that Defendant (1) failed to pay all wages for overtime work as required under Labor Code §§ 510, 1194, and 1199; (2) failed to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; (3) provided them with incomplete wage statements that violated Labor Code § 226(a); (4) failed to pay wages after termination within the statutory time limits set by Labor Code § 203; and (5) engaged in unfair competition in violation of Business & Professions Code § 17200.

6. On the same day, Plaintiff also sent his initial notice to both CLMP and the Labor and Workplace Development Agency (“LWDA”) pursuant to Labor Code § 2699 et seq., or

California Labor Code’s Private Attorneys General Act (“PAGA”), notifying the LWDA of the same. On July 2, 2021, Plaintiff filed a First Amended Complaint (“FAC”) adding a sixth (6) cause of action, a representative action under PAGA.

THE DISCOVERY PROCESS

7. The parties have engaged in early stages of discovery and settlement negotiations. On December 3, 2021, Plaintiff served his first set of Special Interrogatories and Requests for Production.

8. On February 17, 2022, Defendant served its responses to Plaintiff’s first set of Special Interrogatories and Requests for Production but did not produce any documents.

9. After extensive negotiations, the parties reached an impasse and agreed to a mandatory settlement conference.

10. Subsequent thereto, Class Counsel and CLMP engaged in further settlement discussions and eventually reached this settlement.

11. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders. It is CLMP’s position that, if this case were to be litigated, class certification would be denied, and the PAGA claims would be found to be without procedural and substantive merit.

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

1 the terms set forth here.

2 **PRELIMINARY APPROVAL**

3 13. On May 9, 2023, the Court issued an Amended Order preliminarily approving the
4 settlement in this case, approving the proposed Class Notice, ordering that the Settlement
5 Administrator send notice to the Settlement Class, and setting a date for the Final Approval and
6 Fairness Hearing.

7 **SETTLEMENT**

8 14. For purposes of settlement, the Class is defined as: “All non-exempt, hourly-paid
9 California employees employed by CLMP and who were assigned to work at Adame Landscape,
10 Inc., during the Class Period.” (“Class”) Members of the Class are referred to herein individually
11 as a “Class Member” and collectively as “Class Members.” CLMP represents that the Class
12 includes approximately 73 individuals as of the date of the Settlement Agreement.

13 15. The “Temperature Check Sub-Class” means all Class Members who were subjected
14 to a temperature prior to entering the Adame Landscape, Inc., facility, beginning on March 19,
15 2020. Members of the Temperature Check Sub-Class are referred to herein individually as a
16 “Temperature Check Sub-Class Member” and collectively as “Temperature Check Sub-Class
17 Members.” CLMP represents that the Temperature Check Sub-Class includes approximately 23
18 individuals as of the date of the Settlement Agreement.

19 16. The Class Period is April 29, 2017 through June 7, 2022.

20 17. Based on documents and other information produced by Defendant, there are
21 approximately 73 Class Members.

22 18. For purposes of Settlement, the Aggrieved Employees are defined as: “all non-
23 exempt, hourly-paid California employees employed by CLMP and who were assigned to work at
24 Adame Landscape, Inc., during the PAGA Period.” (“Aggrieved Employees” or “PAGA
25 Members”).

26 19. The PAGA Period is April 29, 2020 through June 7, 2022.

27 20. Based on documents and other information produced by Defendant, there are
28 approximately 23 Aggrieved Employees.

21. As detailed fully in the Settlement Agreement, the Settlement provides for Defendant to pay a Maximum Settlement Amount of \$42,500.00, which includes the sum of the Individual Settlement Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

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

CLASS NOTICE

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

THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT

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

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

26. This included the number of allegedly violating itemized wage statements at issue, the class size, and all versions of itemized wage statements issued to the Class Members.

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

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

29. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and that the average recovery for each Class Members of over \$118.72 is substantial, given the risks inherent in litigation and the defenses asserted.

CLASS COUNSEL'S KULLAR ANALYSIS

30. The proposed settlement satisfies each of these factors.

31. This discovery permitted Class Counsel to fairly evaluate the strength of the case

1 and the risks associated with ongoing litigation.

2 32. Class Counsel is experienced in handling wage and hour class actions and, after
3 weighing all of the following factors, supports this Settlement Agreement.

4 **The Risks Associated with the Minimum Wage/Overtime Claim**

5 33. Plaintiff maintains that Defendant violated these statutes by failing to pay all
6 required overtime when employees worked shifts of over eight (8) hours. During the COVID-19
7 pandemic, Defendant allegedly required Plaintiff and class members to wait and receive a
8 temperature check when entering Defendant's facility. This time spent waiting was "clocked out"
9 and as such, Plaintiff and the Proposed Class were not compensated at the applicable rate of pay.

10 34. Defendant contests that the employees actually spent any time waiting for
11 temperature checks.

12 35. Defendant also argues that the time spent "off the clock," if any, is de minimus
13 and not compensable.

14 36. While Plaintiff disagrees that the amount worked off the clock could ever be de
15 minimus such that it is not compensable, Plaintiff acknowledges that the damages owed are very
16 small.

17 **The Risks Associated with the Meal Break Claim**

18 37. In the present case, Plaintiff alleges that CLMP maintained a policy and uniform
19 practice of not providing lawful, duty-free meal periods where Plaintiff and class members were
20 free from CLMP's control and were free to come and go as they pleased. CLMP maintained a
21 uniform policy that Plaintiff and class members were required to stay on the premises during their
22 30-minute meal periods of shifts over five (5) hours, which failed to relieve them of all duties for
23 the entire 30-minute period.

24 38. Therefore, CLMP is required to show that, because it failed to provide lawful meal
25 periods, CLMP paid meal period premiums for these on-duty meal periods.

26 39. Defendant disagrees, maintaining that employees were free to leave the premises
27 and many did.

28 40. This is an issue that will have to be litigated heavily and will likely result in

1 conflicting testimony.

2 41. There is a risk that the Court will find Defendant's position more credible. If that
3 happened, the claim is worth nothing.

4 **The Risks Associated with the Wage Statement Claim**

5 42. Defendant's itemized wage statements do not properly indicate gross wages earned
6 or all applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate by the employee because the wage statements fail to include the
8 applicable regular and overtime rates and the number of hours worked at the corresponding rate.

9 43. Defendant required Plaintiff and class members to wait in line for temperature
10 checks while "off the clock" and failed to pay meal premiums for "on duty" meal periods.

11 44. Additionally, Defendant's wage statements are deficient because they do not show
12 all deductions from pay or accurately report total hours worked.

13 **The Risks Associated with the Waiting Time Penalty**

14 45. Plaintiff contends that Defendant has failed to pay each employee wages at the time
15 of termination and/or resignation by not paying all wages and overtime, and not providing
16 premium payments to all former employees who missed meal periods.

17 46. Here, since Defendant failed to provide all overtime wages and premium payments
18 to Plaintiff and others immediately or within 72 hours of termination during the liability period,
19 Defendant has violated section 203.

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

21 47. The Parties discounted the PAGA claim for multiple reasons.

22 48. First, the aggrieved employees' PAGA claims are derivative of all the foregoing
23 class claims.

24 49. Second, a court has discretion to award less than the maximum penalty.

25 50. Finally, the Settlement Class is compensated for these violations in the proposed
26 Settlement Agreement, and thus any PAGA recovery for these same violations would be
27 duplicative.

28 51. As such, the Settlement Agreement's contemplated PAGA payment of \$2,500.00

1 is appropriate.

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

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

5 53. If the Court did eventually certify a class, trial of a case involving approximately
6 73 Class Members would require the retention of expensive expert witnesses, the accrual of
7 extensive litigation costs, and a significant time overlay by the parties.

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

11 **The Risk of Maintaining Class Action Status through Trial**

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

19 **The Amount Offered in Settlement**

20 56. It was very difficult for the Parties to reach this Settlement of \$42,500.00.

21 57. This Settlement is the result of adversarial, non-collusive, and arms-length
22 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
23 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
24 likely to be awarded to the class were the trier of fact to find Defendant liable.

25 58. Plaintiff assessed full value of the Minimum Wage/Overtime claim, without any
26 discount at approximately \$15,373.47.

27 59. This calculation assumed that Class Members worked 30 minutes a day off the
28 clock for the temperature check.

1 60. Plaintiff used an hourly average rate of \$15.20 and 269.71 total work weeks for 23
2 Class Members.

3 61. The full value of the Meal Period claim, without any discount, was approximately
4 \$28,760.20.

5 62. This amount is based on an hourly rate of \$12.93 for 69 Class Members for 444.86
6 work weeks and it assumes 5 on duty meal periods a week.

7 63. Plaintiff valued the Wage Statement Claim, without discount, at \$25,821.00.

8 64. Plaintiff used \$100 for each wage statement issued (pay period).

9 65. This figure is overstated because Labor Code §226(e)(1) uses \$50 for the initial pay
10 period (not \$100) and puts a \$4,000 cap on wage statement penalties per employee.

11 66. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim, at
12 \$214,120.80.

13 67. Considering the derivate nature of Labor Code §203 and the dispute over whether
14 class members were owed any wages, Plaintiff determined that accepting a discount on this claim
15 was appropriate.

16 68. Finally, Plaintiff calculated the value of the PAGA claim at \$80,913.00 for Class
17 Members (using \$100 per pay period).

18 69. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
19 Class Members' claims was approximately \$364,988.47.

20 70. Given the risks outlined above, Class Counsel believes this is a fair and reasonable
21 Settlement.

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

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

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- a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.
- e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.
- f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

- 1 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
2 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
3 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
4 court granted attorneys' fees request of 38%.
- 5 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
6 2014, the Honorable William F. Highberger granted final approval of Settlement in
7 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
8 33.33%.
- 9 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
10 00705 AWIJLT). This certified class action was approved for final settlement by
11 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
12 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- 13 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.
14 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
15 in the gross amount of \$995,000.00, and the court granted attorney's fees request
16 of 33.33%.
- 17 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
18 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
19 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's
20 fees.
- 21 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
22 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
23 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
24 33.33%.
- 25 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was
26 proposed for final settlement by the Honorable Richard L. Fruin on February 19,
27 2016, in the gross amount of \$5,250,000.
- 28 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).

1 The matter was approved for final settlement by the Honorable Lee Smally Edmund
2 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
3 38%.

4 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
5 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
6 matter was approved for final settlement by the Honorable Anthony W. Ishii in
7 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
8 attorney's fees benchmark award of \$1,525,000.

9 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
10 15-101333). The matter was approved for final settlement before the Hon. Stephen
11 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
12 attorneys' fees request of 33.33%.

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

18 a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*,
19 *approved for Class Certification in 2011.*

20 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
21 December 19, 2012) (court granted contested class certification and appointed
22 Kingsley & Kingsley as class counsel).

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

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

e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214).
contested class certification granted in June 2020.

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

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

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

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

75. There is no governmental participant in this action.

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

ATTORNEYS' FEE AWARD

77. As detailed fully in the Settlement Agreement and set forth above, the Settlement
Agreement provides for Defendant to create a Maximum Settlement Amount of \$42,500.00. From
that fund, Plaintiff requests an award of attorneys' fees in the amount of \$14,166.66, or 1/3 of the
Maximum Settlement Amount created on behalf of members of the Class.

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

79. I am very familiar with the contingent fee market throughout California and in the
Nevada County area, particularly as it pertains to complex employment, wage and hour, and class
action litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements

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

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

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

26 82. When Class Counsel's motions for class certification are denied, Class Counsel
27 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
28 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.

App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

- a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed) ;
- e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.

Supreme Court affirmed lower court);

- h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);
- k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);
- l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);
- m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held before the California Supreme Court on January 6, 2020 and a decision was published in March 2020.

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

85. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class certification. Recently, there has been a renewed effort by defense counsel and/or their clients to challenge these cases and to push back, especially on certification motions. In addition, many

1 novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

2 **CLASS COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

3 86. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
4 Class Counsel’s aggregate lodestar amounts to \$31,045.25 (without future hours)¹, which
5 represents Microsoft Corporation hours of attorney work on this litigation incurred from its
6 inception through the filing of Plaintiff’s Motion for Final Approval.

7 87. As such, Class Counsel is not asking for a multiplier. In fact, Class Counsel has
8 billed more in fees than they are collecting and the multiplier is negative and amounts to .46.

9 88. The amount of time spent on this case (over 48.35 hours), which culminated in a
10 very favorable proposed Settlement for the Class Members, is reasonable given the complexity
11 and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation,
12 and the exceptional results obtained.

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

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

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

18 92. Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action
19 lawsuits.

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

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

25 95. My office billed for the following three attorneys for work performed on this case:

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

Eric Kingsley, Jessica Bulaon, and me.

96. I am a partner at Kingsley & Kingsley, APC, and have a billing rate of \$715 per hour. I am an honors graduate of Florida State University, and received my JD from University of California Davis School of Law in 2008, where I was an editor of the Environmental Law Journal and a board member of the King Hall Negotiations Team.

97. Jessica Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of 2021. She is billed at \$375 per hour.

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

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

100. Class Counsel's rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel's legal services.²

² The Court should also note that other California courts approved many of these same rates over 15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other grounds, 6 Cal.4th 644, 664 [450 hourly rate was a reasonable fee based

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

102. Finally, Class Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 14 years of experience, such as Ms. Ly, is \$878, and a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon is \$437. A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as Exhibit D.

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

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	6.0	\$990.00	\$5,940.00
Liane Katzenstein Ly	25.10	\$715.00	\$17,946.50
Jessica Bulaon	17.25	\$415.00	\$7,158.75
KINGSLEY TOTAL ATTORNEYS' FEES	48.35		\$31,045.25³

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

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;

on counsel's knowledge, skill, experience and reputation].)

³ The Total Attorneys' Fees does not include Class Counsel anticipated 10-15 hours of future time to handle the final approval hearing in July and to oversee the administration process.

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

105. Here, Class Counsel is not requesting a multiplier.

106. I believe the request for attorneys' fees in the amount of \$14,166.66 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

ATTORNEY COSTS

107. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$3,737.31.

1 108. To date, Kingsley and Kingsley has incurred \$2,737.31 in costs.

2 109. Class Counsel anticipates incurring an additional \$1,000.00 in costs to file, serve,
3 and copy this motion; to prepare for and attend the hearing; and for future copy charges.

4 110. As such, Class Counsel is requesting a cost reimbursement of \$3,737.31.

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

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

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

11 113. Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class
12 Representative Grant Westbrook for his work on behalf of the Settlement Class.

13 114. The time spent by Grant Westbrook is significant and includes researching and
14 retaining competent counsel; providing information to Class Counsel regarding the nature of the
15 work at Defendant; compiling relevant documents; working closely with Class Counsel to develop
16 the theories of liability and martial relevant evidence; regularly discussing the status of the case
17 with Class Counsel; discussing the case via telephone with many Class Members and responding
18 promptly to Class Counsel's communications regarding settlement.

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

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

22 117. The enhancement takes into consideration the time, effort, and expense incurred by
23 Mr. Westbrook in coming forward to litigate this matter on behalf of all Class Members.

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

26 119. The Class has benefited from Mr. Westbrook's action in stepping forward on their
27 behalf to bring this lawsuit.

28 120. Further, the Class Notice disclosed the enhancement award.

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

122. Under the circumstances, a representative payment of \$5,000.00 is justified and the Court should award this payment to Grant Westbrook from the Maximum Settlement Amount as provided in the Settlement Agreement.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT

AGENCY

123. As indicated on the Proof of Service, Plaintiff's Motion for Final Approval of Class Action Settlement ("Motion") will be concurrently uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion is filed as required by statute. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Liane Katzenstein Ly as Exhibit "F."

EXHIBITS

124. Attached hereto as Exhibit "A" is a true and correct copy of the fully-executed Joint Stipulation Re: Class and Representative Action Settlement Agreement that was preliminary approved by this Court on May 9, 2023.

125. Attached hereto as Exhibit "B" is a true and correct copy of the ALM Research 2007 NLJ Billing Survey.

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

127. Attached hereto as Exhibit "D" is a true and correct copy of the 2022-2023 Adjusted Laffey Matrix.

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

129. Attached hereto as Exhibit "F" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 123 above.

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

This Declaration was executed this 6th day of September, 2023, in Los Angeles, California.



Liane Katzenstein Ly

EXHIBIT "A"

herein as the “Parties.” This Settlement Agreement is subject to the terms and conditions set forth below and the Court’s approval. This Settlement Agreement completely resolves the wage and hour class and representative action filed by WESTBROOK against Defendant CLMP on April 29, 2021, Superior Court of the State of California, County of San Diego, Case No. 37-2021-00019187-CU-OE-CTL.

II. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement shall also be applicable.

1. “Action” means the case entitled *WESTBROOK v. C.L.M.P., LTD.*, et al., Case No. 37-2021-00019187-CU-OE-CTL, pending before the Court.

2. “Aggrieved Employee”, “PAGA Group” or “PAGA Member” means all non-exempt, hourly-paid California employees employed by CLMP and who were assigned to work at Adame Landscape, Inc., during the PAGA Period.

3. “Class” means all non-exempt, hourly-paid California employees employed by CLMP and who were assigned to work at Adame Landscape, Inc., during the Class Period. Members of the Class are referred to herein individually as a “Class Member” and collectively as “Class Members.” CLMP represents that the Class includes approximately 69 individuals as of the date of this Settlement Agreement.

4. “Class List” means a list of Class Members that CLMP will compile from its records. The Class List shall include each Class Member’s full name, last known address to the extent available in CLMP’s business records, social security number, dates of employment in a non-exempt, hourly-paid position with CLMP during the Class Period, and membership in the Temperature Check Sub-Class.

5. “Class Period” means the time period between April 29, 2017 through June 7, 2022.

6. “Court” means the Superior Court of California, County of San Diego, Central District.

7. “Defendant’s Counsel” means Lagasse Branch Bell + Kinkead LLP.

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8. “Effective Date” means the latter of: (a) if no objections to the Settlement Agreement are made in writing or at the hearing for Final Approval, the date the Court enters an order granting Final Approval of the Settlement Agreement; (b) if objections are made in writing or at the hearing for Final Approval and overruled, and no appeal is taken of the order granting Final Approval, then the Effective Date shall be three (3) calendar days after the deadline to file an appeal of the order granting Final Approval; or (c) if one or more appeals are taken from the Court’s overruling any objections to the settlement, then the Effective Date shall be three (3) calendar days after any appeal is dismissed or the order granting Final Approval of the settlement is affirmed after an appeal, and the order granting Final Approval is not subject to further review and becomes final.

9. “Final Approval” means the Court order granting final approval of the Settlement Agreement and entering final judgement thereon.

10. “Individual Settlement Payment” means each Participating Class Member’s share of the Net Settlement Proceeds calculated in accordance with the Individual Settlement Payment Calculations described below.

11. “Maximum Settlement Amount” means the total amount of Forty-Two Thousand Five Hundred Dollars (\$42,500) which CLMP is required to pay under this Settlement Agreement (subject to WESTBROOK obtaining Final Approval and exhaustion of any and all appeals). The Maximum Settlement Amount includes only (and all subject to Court approval): (1) the attorneys’ fees of Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the Labor Workforce and Development Agency (“LWDA”) pursuant to the Private Attorneys General Act of 2004, Labor Code 2698, et seq. (“PAGA”) claims in the Action; (5) all costs of administration, including, without limitation, settlement administration fees and expenses; and (6) the Individual Settlement Payments paid to Participating Class Members. The attorneys’ fees and litigation costs and expenses of Class Counsel include, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing Court approval of the settlement, and obtaining judgment in the Action. Employer payroll taxes due on wage

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1 payments made under the Settlement shall be paid separately by CLMP, in addition to the
2 Maximum Settlement Amount. CLMP is under no obligation under this Settlement Agreement to
3 pay anything other than the Maximum Settlement Amount and the employer payroll taxes
4 referred to above. The Maximum Settlement Amount shall also include any interest that accrues
5 in the escrow account created by the Settlement Administrator.

6 12. "Net Settlement Amount" means the portion of the Maximum Settlement
7 Amount, less the amounts approved and awarded by the Court for: (1) the attorneys' fees of
8 Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to
9 the Class Representative; (4) the payment to the LWDA, and; (5) all costs of administration,
10 including, without limitation, settlement administration fees and expenses.

11 13. "Notice Deadline" means the deadline by which Class Members must postmark or
12 fax to the Settlement Administrator a valid request to be excluded from the settlement. The
13 Notice Deadline shall be sixty (60) calendar days from the initial mailing of the Notice of
14 Settlement by the Settlement Administrator, unless the 60th day falls on a Sunday or federal
15 holiday, in which case the Notice Deadline will be extended to the next day on which the U.S.
16 Postal Service is open.

17 14. "Notice of Settlement" means the notice that the Court approves and orders to be
18 sent to all Class Members advising them of their rights under this Settlement Agreement. The
19 Notice of Settlement is attached hereto as Exhibit 1.

20 15. "Temperature Check Sub-Class" means all Class Members who were subjected to
21 a temperature prior to entering the Adame Landscape, Inc., facility, beginning on March 19,
22 2020. Members of the Temperature Check Sub-Class are referred to herein individually as a
23 "Temperature Check Sub-Class Member" and collectively as "Temperature Check Sub-Class
24 Members." CLMP represents that the Temperature Check Sub-Class includes approximately 23
25 individuals as of the date of this Settlement Agreement.

26 16. "PAGA Pay Period" means any pay period during which an Aggrieved Employee
27 worked for Defendant for at least on day during the PAGA Period.

28 ///

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1 17. “PAGA Period” shall mean the time period between April 29, 2020 and June 7,
2 2022.

3 18. “Participating Class Members” include all Class Members who do not submit a
4 valid request to be excluded from the settlement, consistent with the terms set forth in this
5 Settlement Agreement.

6 19. “Plaintiff’s Counsel” or “Class Counsel” means Kingsley & Kingsley, APC,
7 counsel of record for WESTBROOK.

8 20. “Preliminary Approval” means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 21. “Qualified Settlement Account” means the account established by the Settlement
11 Administrator into which the Maximum Settlement Amount and all employer payroll taxes
12 associated therewith shall be deposited.

13 22. “Settlement Administrator” means a third-party class action settlement
14 administrator mutually agreed to by the Parties and approved by the Court for the purposes of
15 administering this settlement. Subject to Court approval, the Parties have agreed that ILYM will
16 serve as a neutral third-party claims administrator settlement administrator to perform all acts
17 required by the Settlement Agreement, including but not limited to providing the Notice of
18 Settlement to the Class.

19 23. “Settlement Administration Costs” mean the expenses payable from the
20 Maximum Settlement Amount to the Settlement Administrator for administering this Settlement
21 Agreement, including, but not limited to, calculating weeks of employment from the Class List,
22 printing, distributing and tracking forms for this settlement, mailing notices, calculating awards,
23 processing requests for exclusion and objections, performing necessary skip traces on Notices of
24 Settlement returned as undeliverable, mailing Participating Class Members settlement checks,
25 issuing any required tax reporting forms, distributing the Maximum and Net Settlement Amounts
26 and providing necessary reports and declarations, as requested by the Parties, Class Counsel and
27 Defendant’s Counsel, among other things in this Settlement Agreement. The Settlement
28 Administration Costs are expected to total no more than five thousand dollars (\$5,000.00). Any

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1 portion of the Settlement Administration Costs which is not used shall be returned to the Net
2 Settlement Amount for pro rata distribution to Participating Class Members, and will not revert
3 to CLMP under any circumstance.

4 24. "Settlement Class" means Class Members who have not timely excluded
5 themselves from the settlement, as detailed below.

6 25. "Workweeks" mean the total number of weeks Class Members by worked at least
7 one shift for CLMP in a non-exempt, hourly-paid position in California at any of its locations
8 during the Class Period. Workweeks shall be calculated (1) for former employees by counting
9 the number of days between each Class Member's first date employed by CLMP in a non-
10 exempt, hourly-paid position during the Class Period and the last day they were employed by
11 CLMP in a non-exempt, hourly-paid position during the Class Period, and dividing that sum by
12 seven, or (2) for current employees by counting the number of days between each Class
13 Member's first date employed by CLMP in a non-exempt, hourly-paid position during the Class
14 Period and the date of Preliminary Approval, and dividing that sum by seven.

15 III. PROCEDURAL AND FACTUAL BACKGROUND

16 1. On or about April 29, 2021, WESTBROOK filed the Complaint against CLMP
17 alleging the following causes of action: (1) failure to pay wages and/or overtime under Labor
18 Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code
19 sections 226.7 and 512; (3) violation of Labor Code section 226(a); (4) penalties pursuant to
20 Labor Code section 203; and (5) violation of Business & Professions Code section 17200.
21 Plaintiff's alleged class period is from April 29, 2017 to the present (the "Complaint").
22 WESTBROOK also sought compensatory damages, attorney's fees, and civil penalties as part of
23 his prayer.

24 2. On April 29, 2021, WESTBROOK sent a notice to the LWDA and CLMP
25 alleging the same allegations raised in the Complaint (the "PAGA Notice").

26 3. On or about July 6, 2021, WESTBROOK filed a First Amended Complaint (FAC)
27 against CLMP alleging the following causes of action: (1) failure to pay wages and/or overtime
28 under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to

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1 Labor Code sections 226.7 and 512; (3) violation of Labor Code section 226(a); (4) penalties
2 pursuant to Labor Code section 203; (5) violation of Business & Professions Code section
3 17200; and (6) penalties pursuant to Labor Code section 2699, et seq. (the “FAC”).

4 WESTBROOK again sought compensatory damages, attorney’s fees, and civil penalties as part
5 of his prayer.

6 4. WESTBROOK and CLMP also engaged in informal discovery and conferences
7 regarding WESTBROOK’s claims and the claims of the alleged aggrieved employees, the value
8 of those claims, and CLMP’s defenses to those claims.

9 5. On April 8, 2022, the Parties participated in a judicial settlement conference
10 mediation with the Hon. Robert C. Longstreth, a respected jurist with substantial experience
11 presiding over and resolving employment class and representative actions. Subsequent thereto,
12 counsel for WESTBROOK and CLMP engaged in further settlement discussions and eventually
13 reached this settlement.

14 6. WESTBROOK contends that Defendant CLMP violated the California Labor
15 Code in the ways identified in the PAGA Notice and the FAC, and that CLMP will be liable to
16 WESTBROOK and in connection with the putative class and PAGA aggrieved employees for
17 those violations.

18 7. CLMP denies any liability or wrongdoing of any kind associated with the claims
19 alleged in the PAGA Notice and the Complaint, and further denies that the Action is appropriate
20 for class treatment for any purpose other than this settlement. CLMP contends that it has
21 complied at all times with the California Labor Code. It is CLMP’s position that, if this case
22 were to be litigated, class certification would be denied, and the PAGA claims would be found to
23 be without procedural and substantive merit.

24 8. The Action, the negotiation and execution of this Settlement Agreement, and all
25 acts performed or documents executed pursuant to or in furtherance of the Settlement Agreement
26 (i) shall not be used as an admission or evidence of wrongdoing on behalf of CLMP; (ii) shall not
27 be an admission or evidence of fault on behalf of CLMP in any action before a civil, criminal, or
28 administrative agency; and (iii) shall not be deemed to be, and may not be used as, an admission

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1 or evidence of the appropriateness of these or similar claims for class certification in the Action
2 or with respect to any other proceeding.

3 9. Class Counsel represent they have conducted a thorough investigation into the
4 facts and law during the prosecution of this class action case, including the exchange of formal
5 and informal discovery and the review and verification of statistical data and other facts and
6 information provided by CLMP. Counsel for the Parties also represent they have investigated
7 the applicable law as applied to the facts discovered regarding the alleged claims of
8 WESTBROOK and the putative class and potential defenses thereto.

9 10. Based on their own independent investigation and evaluation, Class Counsel are
10 of the opinion (and will so represent to the Court) that settlement for the consideration and on the
11 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
12 interest of the Settlement Class in light of all known facts and circumstances, including the risk
13 of significant delay, the risk that Class Member claims would be ordered to individual
14 arbitration, and any class claims would not be certified by the Court, and the defenses asserted by
15 CLMP. CLMP and its counsel also agree (and will so represent to the Court) that this settlement
16 is fair and in the best interest of the Settlement Class.

17 11. The Parties agree that the Class described herein may be certified for settlement
18 purposes only and that any motion for preliminary approval seeking, *inter alia*, certification of
19 the class is for purposes of the settlement only. If for any reason the settlement is not approved,
20 the certification will have no force or effect and will immediately be revoked. The Parties
21 further agree that certification for purposes of the settlement is in no way an admission that class
22 certification is proper under the more stringent standard applied for litigation and that evidence
23 of this limited stipulation for settlement purposes only will not be admissible for any purpose in
24 this or any other proceeding. The Parties further agree that by entering this settlement, CLMP is
25 not waiving its right to enforce the arbitration agreements it has with CLMP employees, or
26 otherwise waiving any other defenses to the claims.

27 ///

28 ///

**IV. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND
BETWEEN PRELIMINARY AND FINAL APPROVAL**

1. Promptly after the execution of this Settlement Agreement, the Parties shall agree upon a stipulation to the filing of a Second Amended Complaint (SAC) to more clearly define the Class. Within five (5) business days of the Parties agreement as to the form of the SAC and the stipulation of the filing of the SAC, WESTBROOK will file the stipulation and, after approval by the Court, the SAC for the purpose of effectuating the settlement. If for any reason the Court does not grant preliminary or final approval of this settlement, this agreement shall not be considered a waiver by CLMP of its right to oppose any and all aspects of the SAC, and CLMP does not waive any defenses in connection with the SAC or the claims therein.

2. Promptly after the filing of the SAC, Class Counsel shall move the Court for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the following:

- a. Provisionally certifying this action under California law as a class action for purposes of this settlement only;
- b. Preliminarily approving the settlement subject only to objections of Class Members, the terms of the Parties' Settlement Agreement, and final approval by the Court;
- c. Approving as to form and content the proposed Notice of Settlement attached hereto as Exhibit 1;
- d. Directing the mailing of the Notice of Settlement and Request for Exclusion Form by first-class mail to the Class Members;
- e. Preliminarily appointing WESTBROOK as class representative and Plaintiff's Counsel as class counsel (only for purposes of effectuating and implementing this Settlement Agreement);
- f. Preliminarily approving the application for payment of reasonable attorneys' up to one third (33.33333%) of the Maximum Settlement Amount, but not to exceed \$14,166.66 and reimbursement of reasonable litigation-related costs and expenses not to exceed \$5,000.00 payable to Class Counsel. CLMP agrees not to dispute, undermine, or otherwise

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1 object to the attorneys' fees and costs awards requested by Class Counsel provided they do not
2 exceed the forgoing enumerated amounts, respectively;

3 g. Preliminarily approving the service award to The Class Representative in
4 an amount equal to \$5,000.00 ("Service Award"). An IRS Form 1099 will be issued to The
5 Class Representative with respect to his Service Award. CLMP agrees not to dispute, undermine,
6 or otherwise object to the Service Award requested by WESTBROOK provided it does not
7 exceed the forgoing enumerated amount;

8 h. Preliminarily approving settlement administration services by Settlement
9 Administrator and its estimated Settlement Administration Costs of \$5,000.00.

10 i. Preliminarily approving the allocation of civil penalties pursuant to the
11 PAGA in the amount of \$2,500 seventy-five percent (75%) of which or \$1,875.00 shall be
12 payable to the LWDA and twenty-five percent (25%) of which or \$625.00 shall be distributed to
13 Participating Class Members as part of the Net Settlement Proceeds; and

14 j. Scheduling a hearing for Final Approval on the question whether the
15 proposed settlement should be finally approved as fair, reasonable and adequate to Class
16 Members.

17 k. The form and content of the proposed Preliminary Approval order is
18 attached as Exhibit 3 to this Settlement Agreement.

19 3. WESTBROOK shall submit this Settlement Agreement in support of the Motion
20 for Preliminary Approval. Class Counsel shall not file said motion or any other documents
21 associated with same unless and until Defendant's Counsel has approved the contents thereof.
22 Class Counsel will send Defendant's Counsel the preliminary approval motion for review and
23 approval prior to the filing of same. Defendant's Counsel shall have at least five (5) business
24 days in which to review and approve the motion for preliminary approval.

25 4. WESTBROOK shall also submit this Settlement Agreement to the LWDA (as
26 required by Labor Code § 2699(1)(2)) and to the Court in support of WESTBROOK's motion for
27 Preliminary Approval.

28 ///

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1 5. Class Counsel will file a Motion for Final Approval of the Settlement and
2 supporting documents with the Court no later than sixteen (16) court days prior to the Final
3 Approval Hearing. Supporting documents shall include, but are not limited to: (a) a declaration
4 by the Settlement Administrator of due diligence and proof of mailing of the Notice of
5 Settlement required to be mailed to Class Members by this Settlement Agreement, and of the
6 delivery results of the Settlement Administrator's mailings, including tracing and re-mailing
7 efforts; and (b) a proposed Order and Judgment granting Final Approval. Class Counsel will
8 send Defendant's Counsel the final approval motion for review and approval prior to the filing of
9 same. Defendant's Counsel shall have at least five (5) business days in which to review and
10 approve the motion for Final Approval.

11 6. CLMP will not object to or oppose Final Approval of the settlement, including
12 application by Class Counsel for the Service Award, attorneys' fees and reimbursement of
13 litigation-related costs and expenses as set forth above, provided the amounts sought do not
14 exceed the amounts agreed to in this Settlement Agreement.

15 7. Class Counsel will submit with the motion for Final Approval a proposed Order
16 and Judgment granting Final Approval. The proposed Order and Judgment granting Final
17 Approval shall include the following findings and orders:

- 18 a. Approving the settlement, adjudging the terms thereof to be fair, reasonable and
19 adequate, and directing that its terms and provisions be carried out;
- 20 b. Approving payment of the Service Award to the Class Representative;
- 21 c. Approving Class Counsel's application for an award of reasonable attorneys' fees
22 and reimbursement of reasonable litigation-related costs and expenses;
- 23 d. Approving the Settlement Administration Costs;
- 24 e. Approving payment of civil penalties to the LWDA;
- 25 f. Entering Final Approval releasing all Released Claims of the Participating Class
26 Members against all Released Parties;
- 27 g. Entering judgment in this Action in accordance with this Settlement Agreement,
28 pursuant to Cal. Rules of Court, Rule 3.769(h); and

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1 h. Providing that the Court will retain jurisdiction to oversee administration and
2 enforcement of the terms of the settlement and the Court's orders.

3 i. The form and content of the proposed Order and Judgment granting Final
4 Approval is attached as Exhibit 4 to this Settlement Agreement.

5 **V. DUTIES OF THE PARTIES AFTER FINAL APPROVAL**

6 1. Following entry of the Court's Order and Judgment granting Final Approval of
7 the Settlement Agreement, the Parties will each act to assure its timely execution and the
8 fulfillment of all its provisions, including, but not limited to the following:

9 a. Should an appeal be taken from the Order and Judgment granting Final
10 Approval of the Settlement Agreement, all Parties will support the Order and Judgment granting
11 Final Approval on appeal.

12 b. Class Counsel and Defendant's Counsel will reasonably assist the
13 Settlement Administrator as needed or requested in the process of identifying and locating
14 Participating Class Members entitled to payments from the Net Settlement Amount and assuring
15 delivery of such payments;

16 c. Class Counsel and Defendant's Counsel will reasonably assist the
17 Settlement Administrator as needed or requested in responding to late requests for payments
18 from the Net Settlement Amount;

19 d. Class Counsel and Defendant's Counsel will ensure that the Settlement
20 Administrator will certify to the Court completion of all payments required to be made by this
21 Settlement Agreement.

22 **VI. TERMS OF AGREEMENT**

23 WESTBROOK, on behalf of herself and all Class Members, and CLMP, agree to the
24 following terms of settlement:

25 1. Terms of this Settlement Agreement are Subject to Court Approval. All terms set
26 forth in this Settlement Agreement are subject to Court approval. The Parties stipulate to class
27 certification for purposes of settlement only. WESTBROOK shall apply to the Court for
28 approval of the Settlement Agreement and for class certification solely for purposes of

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1 effectuating this settlement. CLMP shall not oppose such application, provided it does not
2 deviate from this Settlement Agreement. If, for any reason, the settlement is not approved, the
3 stipulation to certification will be void. The Parties further agree that certification for purposes
4 of settlement is not an admission that class certification is proper under the standard applied to
5 contested certification motions and that this settlement will not be admissible in this, or in any
6 other, legal process or proceeding as evidence that (i) a class should be certified or (ii) CLMP is
7 liable to WESTBROOK or any other Class Members

8 2. Overview of Payment Structure. This settlement is made on a non-reversionary
9 basis. This settlement shall consist of a Maximum Settlement Amount which, in turn, is
10 comprised of: (1) the attorneys' fees of Class Counsel; (2) the litigation costs and expenses of
11 Class Counsel; (3) the Service Award to the Class Representative; (4) the payment to the LWDA
12 of \$11,250; (5) all costs of administration, including, without limitation, settlement
13 administration fees and expenses; and (6) the Individual Settlement Payments paid to
14 Participating Class Members.

15 3. Maximum Settlement Amount. CLMP shall pay \$42,500 to fund settlement of
16 this action. The payments by CLMP pursuant to this Settlement Agreement shall settle all claims
17 released herein. The settlement payment is not being made for any other purpose and will not be
18 construed as compensation for determining eligibility for any health and welfare benefits or
19 unemployment compensation. CLMP shall be responsible for paying any appropriate and
20 lawfully required employer payroll taxes in addition to the Maximum Settlement Amount.

21 4. Funding and Disbursement of the Maximum Settlement Amount. The Maximum
22 Settlement Amount, plus all employer taxes due under on wage payments to be made under this
23 Settlement Agreement, with the Settlement Administrator no later than thirty (30) calendar days
24 after the Effective Date. The Settlement Administrator shall disburse the Maximum Settlement
25 Amount to the recipients designated herein no later than 15 calendar days after CLMP's payment
26 above. From the Maximum Settlement Amount the Settlement Administrator shall pay: (1) the
27 Service Award; (2) the Settlement Administration Costs; (3) the PAGA award payable to the
28 LWDA or \$1,875.00; (4) Class Counsel's awarded attorney fees; (5) all of Class Counsel's

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1 awarded costs; and (6) the remainder of the Maximum Settlement Amount will be distributed to
2 Participating Class Members as the Net Settlement Amount.

3 5. Service Award. In exchange for a general release, and in recognition of her
4 efforts and work in prosecuting the Action on behalf of all Class Members, CLMP agrees not to
5 oppose or object to any application or motion for a Service Award to the Class Representative in
6 an amount equal to or less than \$5,000.00 which shall be payable from the Maximum Settlement
7 Amount and shall be in addition to payment of the Individual Settlement Payment payable to her,
8 and is further consideration for settling this matter and in exchange for the release of all claims
9 by Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099 for
10 the Service Award. The Class Representative shall be solely and legally responsible to pay any
11 and all applicable taxes on the payment made pursuant to this paragraph. Any reduction in the
12 amount of the Service Award by the Court shall remain in the Net Settlement Amount to be
13 distributed to Participating Class Members.

14 6. Settlement Administration Costs. The Settlement Administrator shall be paid for
15 the costs of administration of the settlement and distribution of all payments from the Maximum
16 Settlement Amount. Subject to Court approval, the Parties have agreed that ILYM will serve as
17 Settlement Administrator. Settlement Administration Costs are expected to total no more than
18 \$5,000. These costs, which shall be paid from the Maximum Settlement Amount, shall be used to
19 administer the settlement, including, inter alia, preparing the required tax reporting on the
20 Individual Settlement Payments, issuing 1099 and W-2 IRS Forms, distributing the Notice of
21 Settlement, calculating Individual Settlement Payments, processing exclusion requests, resolving
22 disputes with Class Members, distributing the Net Settlement Amount as directed by the Court
23 and as set forth herein, and providing necessary reports and declarations. No fewer than ten (10)
24 calendar days prior to the Final Approval hearing, the Settlement Administrator shall provide the
25 Court and all counsel for the Parties with a statement detailing the Settlement Administration
26 Costs. The Parties agree to cooperate in the settlement administration process and to make all
27 reasonable efforts to control and minimize the costs and expenses incurred in the administration
28 of the settlement. An IRS Form 1099 shall be issued to the Settlement Administrator.

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1 7. PAGA Payment. The Parties agree that \$2,500.00 shall be allocated to settle the
2 claims pursuant to the PAGA. Of this amount, seventy-five percent (75%) or \$1,875.00 shall be
3 made payable to the LWDA and twenty-five percent (25%) or \$625.00 shall be distributed to
4 Participating Class Members as part of the Net Settlement Amount. The Settlement
5 Administrator will calculate the Individual PAGA Payment for the Aggrieved Employees by
6 (dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total
7 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
8 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
9 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
10 Individual PAGA Payment. Aggrieved Employees will not be given the opportunity to request
11 exclusion from the PAGA Payment.

12 8. Payment of Class Counsel's Attorneys' Fees and Litigation Costs and Expenses.
13 CLMP agrees not to object to, undermine or oppose any application or motion by Class Counsel
14 for an award of attorneys' fees not to exceed \$14,166.66 or one third (33.3333%) of the
15 Maximum Settlement Amount, and reasonable litigation-related costs and expenses not to exceed
16 \$5,000.00 which is subject to review and final approval by the Court. If approved, the Court's
17 award of attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel
18 shall be paid from the Maximum Settlement Amount. Any portion of the amounts sought by
19 Class Counsel not awarded by the Court shall revert back to the Net Settlement Amount for
20 distribution to Participating Class Members, and will not revert to CLMP under any
21 circumstance. Class Counsel shall be solely and legally responsible to pay all applicable taxes on
22 the payments made pursuant to this paragraph. IRS Form 1099 shall be provided to Class
23 Counsel for the payments made pursuant to this paragraph.

24 9. Net Settlement Amount. The Net Settlement Amount shall be available for
25 distribution to Participating Class Members in accordance with the notice procedure and formula
26 set forth in this Settlement Agreement.

27 10. Notice Procedure. The Settlement Administrator shall be responsible for the
28 following notice procedure:

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1 a. Delivery of the Class List. Within fifteen (15) calendar days from the
2 Court's Order preliminarily approving the settlement, CLMP shall provide the Class List to the
3 Settlement Administrator. The Class List shall contain (to the extent available in CLMP's
4 business records) Class Members' last known addresses, telephone numbers, social security
5 numbers, membership in the Temperature Check Sub-Class, and dates of employment as non-
6 exempt, hourly-paid employees of CLMP during the Class Period. The Class List information
7 shall remain confidential and shall not be disclosed to anyone, including Class Counsel, except to
8 carry out reasonable efforts described below, or pursuant to express written authorization by
9 CLMP. The Settlement Administrator shall use due care with respect to the storage, custody, use,
10 and/or dissemination of the confidential information. The Settlement Administrator will perform
11 address updates and verifications as necessary prior to the first mailing.

12 b. Notice. A notice of pendency of class action, proposed settlement and
13 hearing date for Court approval (previously defined as Notice of Settlement), substantially in the
14 form attached hereto as Exhibit 1 and as approved by the Court, shall be sent by the Settlement
15 Administrator to the Class Members (in English and Spanish), by first class mail, within thirty
16 (30) calendar days after entry of the order granting Preliminary Approval. The Notice of
17 Settlement and Request for Exclusion Form shall be sent via regular First Class U.S. Mail, using
18 the most updated mailing addresses. Each Class Member will be fully advised of the settlement,
19 the ability to object to the settlement, in writing and/or in person, and the ability to submit a
20 Request for Exclusion Form. The Notice of Settlement will further inform Class Members of the
21 Court-established deadlines for filing objections and a Request for Exclusion Form. The Notice
22 of Settlement will also include the calculation of Workweeks during the applicable Class Period
23 and calculation of the Class Member's estimated payment (which will be based upon the
24 assumption that the requests for attorney's fees and costs and the Service Award are awarded in
25 full).

26 c. Procedure for Lost and Undeliverable Notices. Any Notice of Settlement
27 returned to the Settlement Administrator as non-delivered on or before the Notice Deadline shall
28 be sent to the forwarding address affixed thereto, if a forwarding address is provided. If no

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forwarding address is provided, the Settlement Administrator shall promptly, but no later than fifteen (15) days of receiving notice that the Notice of Settlement was undeliverable, attempt to determine a correct address using a skip-trace, or other search using the name, address and/or social security number of the Class Member involved, and shall re-mail the Notice of Settlement. If after performing a skip-trace search, the Notice of Settlement is still returned to the Settlement Administrator as non-deliverable, that individual will be deemed a Participating Class Member for purposes of the Released Claims (as defined below), and the Settlement Administrator will have no further obligation to obtain the Class Member's current address. The Notice Deadline for any Class Member who is re-mailed a Notice of Settlement shall be extended twenty-one (21) calendar days from the date of the re-mailing or the original sixty (60) calendar day deadline, whichever is later.

11. Request for Exclusion Procedure. The Notice of Settlement and Request for Exclusion Form, to be approved by Court, shall provide Class Members with instructions on how to exclude themselves or "opt out" if they do not wish to participate in this settlement.

a. Class Members who wish to opt out of this settlement must mail a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator no later than sixty (60) calendar days after the initial mailing of the Class Notice to Class Members, unless extended pursuant to a re-mailing, or unless the Court requires a longer period, in which case the Court ordered exclusion period will apply. To be valid, a Request for Exclusion must include the Class Member's name, signature, the last four digits of their Social Security Number, and indicate that they intend to be excluded from the settlement. The date of the postmark shall be deemed the date of submission, and the timeliness of submitted Request for Exclusion will be determined by valid postmark. If the 60th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next day on which the U.S. Postal Service is open.

b. Within ten (10) calendar days after receipt by the Service Administrator of each timely-submitted Request for Exclusion, the Service Administrator will send a deficiency notice to the Class Members for any irregularities in any Request for Exclusion (such as failure

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1 to sign or include last four (4) digits of the Class Member's social security number). The
2 deficiency notice will provide the Class Members no more than (10) calendar days from the
3 mailing of the deficiency notice to postmark a written response to cure all deficiencies. The
4 failure of a Class Member to cure all deficiencies in a timely manner shall invalidate a Request
5 for Exclusion and will not be subject to cure.

6 c. A Class Member who does not properly and timely submit a Request for
7 Exclusion of the Settlement Agreement in the manner and by the deadline specified above will
8 automatically become a Participating Class Member and will be bound by all terms and
9 conditions of the Settlement Agreement, including its release of claims, if the Settlement
10 Agreement is approved by the Court, and be bound by the Final Approval Order, regardless of
11 whether he or she has objected to the Settlement Agreement. In consideration for settlement and
12 release of all claims of the Participating Class Members against CLMP, each Participating Class
13 Member will receive a share of the Net Settlement Amount.

14 d. A Class Member who properly and timely submits a Request for
15 Exclusion of the Settlement Agreement will not become a Participating Class Member, will not
16 be bound by the Settlement Agreement, and will not have a right to appear at the Final Approval
17 hearing to have any objections to the settlement heard by the Court.

18 e. To the extent any Class Member submits a Request for Exclusion, that
19 Class Member's unclaimed portion shall be reallocated to the Net Settlement Amount. Increases
20 to Participating Class Member payments shall be allocated on a proportional basis based on the
21 size of each Participating Class Member's Workweeks.

22 f. Counsel for the Parties shall not discourage any Class Member from
23 participating in, objecting to or opting out of the settlement.

24 g. If more than seven percent (7%) of Class Members timely and properly
25 submit a Request for Exclusion, then CLMP shall have the right, in its sole discretion, to void
26 and revoke the Settlement Agreement and its stipulation to class certification. All signatories and
27 their counsel must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs,
28 directly or indirectly, through any means. Objective statements to Class Members who call Class

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Counsel with inquiries regarding the settlement, or the exercise of Class Counsel's ethical obligations, shall not be deemed a violation of the prohibitions contained herein. In the event of such a rescission, no party may use the fact that the Parties agreed to settle this case as evidence of CLMP's liability in this Action or the lack thereof. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 73 Class Members and 511 Total Workweeks and (2) of the 73 class members there were 23 Aggrieved Employees who worked 270 Total Pay Periods during the PAGA Period. If the class size and/or workweek count increases by more than 7%, Defendant shall increase the Gross Settlement Amount by the percentage of increase, and Defendant shall bear the increased cost of the Settlement Administration.

h. The Settlement Administrator will notify the Parties of the total number of valid Requests for Exclusion forms within ten (10) calendar days after the deadline for receipt of the Request for Exclusion Forms. CLMP shall have five (5) business days to notify Class Counsel in writing of CLMP's intent to revoke the Settlement Agreement, including conditional class certification. CLMP's failure to provide timely notice will result in waiver of this right.

12. Objection Procedure. Class Members who wish to object to this settlement should notify the Settlement Administrator in writing that they object to the settlement. Any objection sent to the Settlement Administrator must be postmarked no later than the Notice Deadline, unless the Court requires a longer period, in which the Court ordered objection period will apply. If the deadline date falls on a Sunday or federal holiday, the time to object will be extended to the next day on which the U.S. Postal Service is open. Class Members shall be permitted to rescind their objections in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day before the Court's Final Approval hearing or as otherwise ordered by the Court. The postmark date shall be deemed the exclusive means for determining that the notice of objection is timely. Whether or not they timely submit a written objection, Class Members may appear at the Final Approval hearing to have their objections heard by the Court.

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1 13. Disputed Information on Notice of Settlement. Each Class Member shall have an
2 opportunity to dispute the employment dates and number of Workweeks attributed to him or her
3 as identified in the Class Notice. To the extent a Class Member disputes the employment dates
4 or number of Workweeks identified and listed in the Class Notice, the Class Member may
5 produce evidence to the Settlement Administrator showing that such information is inaccurate by
6 no later than the Notice Deadline. Absent evidence rebutting CLMP's records, CLMP's records
7 will be presumed determinative. Defense Counsel and Class Counsel shall jointly determine the
8 on the number of eligible Workweeks that should apply. The Settlement Administrator shall
9 notify both Parties immediately upon receipt of a dispute.

10 14. The Settlement Terms Bind All Class Members Who Do Not Submit a Timely
11 and Valid Request for Exclusion. Any Class Member who does not affirmatively opt-out of the
12 Settlement Agreement by submitting a timely and valid Request for Exclusion as set forth above
13 and consistent with the terms of this Settlement Agreement shall be bound by all of its terms,
14 including those pertaining to the Released Claims (as defined below), as well as any Final
15 Approval that may be entered by the Court when it grants Final Approval of the settlement.

16 15. Certification Reports Regarding Requests for Exclusion, Disputes, and
17 Undeliverable Notices. The Settlement Administrator shall provide Defendant's Counsel and
18 Class Counsel a weekly report which certifies: (a) the number of Class Members who have
19 submitted a valid or defective Request for Exclusion; (b) whether any Class Member has
20 submitted a challenge to any information contained in their Notice of Settlement; and (c) the
21 number of returned, undeliverable and/or re-mailed Notices of Settlement. Additionally, the
22 Settlement Administrator shall provide to Defendant's Counsel and Class Counsel any updated
23 reports regarding the administration of the Settlement Agreement as needed or requested.

24 16. Individual Settlement Payment Calculations. The Settlement Administrator shall
25 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the
26 terms of this Settlement Agreement. Should any question arise regarding the determination of
27 eligibility for participation in the settlement or the amount of any Individual Settlement Payment
28 under the terms of this Settlement Agreement, Class Counsel and Defendant's Counsel will meet

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1 and confer and attempt to reach agreement. Any unresolved disputes concerning the
2 administration of the Settlement Agreement will be resolved by the Court, under the laws of the
3 State of California.

4 a. *Class Settlement Payment.* Each Participating Class Member shall be
5 entitled to a “Class Settlement Payment.” The Class Settlement Payments shall be calculated
6 and apportioned from eighty percent (80%) of Net Settlement Amount based on the number of
7 qualifying Workweeks in a non-exempt, hourly paid position with CLMP worked by a
8 Participating Class Member during the Class Period;

9 i. The Settlement Administrator will determine the total number of
10 qualifying Workweeks for each Participating Class Member which will be finalized after
11 approval by CLMP;

12 ii. To compute the Class Settlement Payment to be paid to each
13 Participating Class Member (i.e. those not properly excluded from the Settlement), eighty
14 percent (80%) of the Net Settlement Amount will be multiplied by a fraction, the numerator of
15 which is the Workweeks of each respective Participating Class Member and the denominator of
16 which is the aggregated Workweeks of all Participating Class Members;

17 b. *Temperature Check Settlement Payment.* Each Temperature Check Sub-
18 Class Member who does exclude themselves from the settlement (a “Participating Temperature
19 Check Sub-Class Member”) shall be entitled to a “Temperature Check Settlement Payment.”
20 The Temperature Check Settlement Payments shall be calculated and apportioned from twenty
21 percent (20%) of Net Settlement Amount based on the number of qualifying Workweeks in a
22 non-exempt, hourly paid position with CLMP worked by a Participating Temperature Check
23 Sub-Class Member during the Class Period;

24 i. The Settlement Administrator will determine the total number of
25 qualifying Workweeks for each Participating Temperature Check Sub-Class Member which will
26 be finalized after approval by CLMP;

27 ii. To compute the Temperature Check Settlement Payment to be paid
28 to each Participating Temperature Check Sub-Class Member (i.e. those not properly excluded

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from the Settlement), twenty percent (20%) of the Net Settlement Amount will be multiplied by a fraction, the numerator of which is the Workweeks of each respective Participating OT Sub-Class Member and the denominator of which is the aggregated Workweeks of all Participating OT Sub-Class Members;

c. *Individual Settlement Payment.* The Individual Settlement Payment for each Participating Class Member shall be the combination of that Participating Class Member's (1) Class Settlement Payment plus, (2) if the Participating Class Member is also a Participating Temperature Check Sub-Class Member, his or her Temperature Check Settlement Payment. If the Participating Class Member is not also a Participating Temperature Check Sub-Class Member, then the Participating Class Member's Individual Settlement Payment is equal to his or her Class Settlement Payment.

17. Allocation and Tax Treatment of Individual Settlement Payments. Individual Settlement Payments shall be allocated as follows: 33.33% of each Individual Settlement Payment shall be taxable as wages, for which an IRS Form W-2 shall be issued and withholdings shall be made; 33.33% shall be taxable as statutory damages and interest, for which an IRS Form 1099 shall be issued and no withholdings will be made; and 33.33% shall be taxable as penalties, for which an IRS Form 1099 shall be issued and no withholdings shall be made. All settlement payments to Participating Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

18. Payment of Individual Settlement Amounts. The Settlement Administrator shall have the authority and obligation to make all payments, credits and disbursements, calculated in accordance with the methodology set forth in this Settlement Agreement and orders of the Court. The Settlement Administrator's duties will include reporting payment of the Individual Settlement Payments to all required taxing and other authorities, taking appropriate withholding from the Individual Settlement Payments, and issuing IRS Forms W-2 and 1099. No person shall have any claim against CLMP, Defendant's Counsel, WESTBROOK, Class Counsel, the Settlement Administrator, or any Participating Class Member based on distributions and payments made in accordance with this Settlement Agreement.

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1 19. Non-Negotiated Settlement Checks. Participating Class Members must cash each
2 of their Individual Settlement Payment checks within one hundred eighty (180) calendar days
3 after they are mailed by the Settlement Administrator. The Parties agree that any uncashed
4 checks or unclaimed funds will be sent to the California Controller's Unclaimed Property Fund in
5 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
6 California Code of Civil Procedure Section 384, subd. (b).

7 20. Settlement Administrator's Final Report(s). Not less than ten (10) calendar days
8 after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and
9 Class Counsel a report showing: (i) the names of Participating Class Members; (ii) the Individual
10 Settlement Payments owed to each Participating Class Member; and (iii) the final number of
11 Class Members who have submitted objections and/or valid Requests for Exclusion requests
12 from the settlement. Upon completion of administration of the settlement, the Settlement
13 Administrator shall provide written certification of such completion to counsel for all Parties and
14 the Court, if requested by the Parties.

15 21. Release of Claims. Upon the Effective Date of this Settlement Agreement and
16 except as to such rights or claims as may be created by this Settlement Agreement, each and
17 every Participating Class Member, on behalf of themselves and their heirs and assigns, hereby
18 releases CLMP, its past, present, and/or future owners, officers, directors, managing agents,
19 trustees, payroll processors, independent contractors, members, managers, shareholders,
20 employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents,
21 CLMP's past, present, and/or future parent, subsidiary, or affiliated entities, including DBAs,
22 franchisors, and each of their owners, officers, directors, managing agents, trustees, payroll
23 processors, independent contractors, members, managers, employees, attorneys, insurers,
24 assigns, shareholders, successors, predecessors and agents, and Adame Landscape, Inc. and its
25 past, present, and/or future owners, officers, directors, managing agents, trustees, payroll
26 processors, independent contractors, members, managers, shareholders, employees, attorneys,
27 insurers, assigns, shareholders, successors, predecessors and agents, (collectively the "Released
28 Parties") from the following rights or claims:

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1 a. The “Released Class Claims include any and all claims, damages or causes
2 of action alleged in, or arising out of, the allegations in the Second Amended Complaint, filed in
3 this Action, which were alleged or that could have been alleged by WESTBROOK and/or any
4 Participating Class Member in the Second Amended Complaint and/or the PAGA Notice based
5 on any of the factual allegations contained in such complaints and/or the PAGA Notice,
6 including, but not limited to, claims under state or local law, including, but not limited to claims
7 for unpaid wages, and claims for the failure to pay minimum wages, claims for the failure to pay
8 overtime wages, claims related to missed meal breaks or periods and nonpayment of premium
9 pay for such, failure to comply with itemized employee wage statement provisions, failure to pay
10 wages due at separation, the payment of any penalties, all claims arising under the California
11 Labor Code (including, but not limited to, sections 201, 202, 203, 226a, 226.7, 510, 512, 1194
12 and 1199,), the Wage Orders of the California Industrial Welfare Commission, California
13 Business and Profession Code 17200, *et seq.*, and California common law of contract, interest
14 and claims for attorney’s fees relating in any way to those claims alleged and mentioned in the
15 complaint(s) which occurred during the Class Period while a Participating Class Member was
16 employed by CLMP or which arose out of a Participating Class Member’s employment during
17 the Class Period.;

18 b. The Released PAGA claims include: all claims for PAGA penalties that were
19 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
20 Operative Complaint, the PAGA Notice and ascertained in the course of the Action including,
21 violations of Labor Code sections 201, 202, 203, 226a, 226.7, 510, 512, 1194, and 1199.

22 22. General Release by Class Representative Only. Upon the Effective Date of this
23 Settlement Agreement, the Class Representative shall release the Released Claims against the
24 Released Parties, and shall make the additional following General Release in favor of the
25 Released Parties:

26 a. The Class Representative individually hereby unconditionally waives and
27 forever releases, waives, discharges, any and all demands, damages, debts, liabilities, contracts,
28 obligations, actions, causes of action and claims of every kind, nature, and description

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1 whatsoever, whether now known or unknown, suspected or unsuspected, including in equity or
2 otherwise, which she ever had or now has against the Released Parties arising or accruing at any
3 time prior to the Effective Date, including without limitation without limitation any matter, cause
4 or claim arising out of or related to facts or events occurring prior to the execution of this
5 Settlement Agreement, and/or related to WESTBROOK's employment with CLMP and his
6 separation therefrom. At a minimum, the claims released by the Class Representative include but
7 are not limited to: (a) any claims that were or could have been brought under California Labor
8 Code sections 132a, 201, 202, 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5,
9 510, 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable
10 Industrial Welfare Commission Wage Orders, and all related or corresponding federal laws, and
11 all implementing regulations and interpreting guidance; (b) any claims that were or could have
12 been brought under California Corporations Code, and California Business and Professions
13 Code, including but not limited to California Business and Professions Code section 17200 et
14 seq. as unlawful, fraudulent or misleading based on the claims, facts and allegations alleged in
15 the Action (including, but not limited to, claims of conduct unlawful under state or federal law);
16 (c) any other causes of action, including those seeking premiums, penalties, interest, punitive
17 damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such
18 causes of action are in tort, contract, equity, statute, or common law; (d) any claims under the
19 Fair Employment and Housing Act, Americans with Disabilities Act, Age Discrimination in
20 Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any other claims the
21 Class Representative could have made related to her employment with CLMP. The Class
22 Representative may hereafter discover facts in addition to or different from those which she now
23 knows or believes to be true, but stipulates and agrees that, upon the Effective Date, she fully,
24 finally, and forever settles and releases any and all claims, known or unknown, suspected or
25 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
26 or heretofore have existed, upon any theory of law or equity and without regard to the
27 subsequent discovery or existence of such different or additional facts. WESTBROOK is
28 deemed, by operation of the Order granting Final Approval, to have agreed not to sue or

1 otherwise make a claim against any of the Released Parties for any claim.

2 b. The Class Representative acknowledges that she has had the opportunity
3 to review, and has reviewed, California Civil Code section 1542, which provides:

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

10 Being fully informed of this provision of the Civil Code and understanding its provisions,
11 the Class Representative agrees to waive any rights under that section, and acknowledges that
12 this Settlement Agreement and the release contained herein extends to all claims that she has or
13 might have against the Released Parties, including those which are presently unknown to her or
14 that she does not know or suspect to exist, which, if known by WESTBROOK, might have
15 affected her settlement with, and release of, the Released Parties or might have affected her
16 decision.

17 23. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines
18 to postmark a Request for Exclusion or objection to the Settlement Agreement, and with the
19 Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness
20 of the settlement, along with the amounts properly payable for (a) Individual Settlement
21 Payments; (b) The Class Representative's Service Award; (c) Class Counsel's attorneys' fees
22 and litigation costs and expenses; (d) Settlement Administration Costs; and (e) the PAGA
23 payment. Class Counsel will be responsible for drafting the attorneys' fees and costs
24 application/motion to be heard at the Final Approval hearing, which such application/motion
25 may be part of the Class Representative's motion for final approval.

26 24. Judgment and Continued Jurisdiction. Upon Final Approval of the settlement by
27 the Court or at the time of or subsequent to the Final Approval hearing, the Parties shall present a
28 Final Approval to the Court for approval and entry. After entry of the Final Approval, the Court
shall have continuing jurisdiction under Code of Civil Procedure section 664.6 solely for
purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement, (b)

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1 Settlement Administration matters, (c) failure to timely pay all amounts owed by Defendant,
2 and (d) such post- Final Approval matters as may be appropriate under court rules or as set forth
3 in this Settlement Agreement.

4 25. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
5 their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the
6 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either a
7 Request for Exclusion or written objections to the Settlement Agreement or to appeal from the
8 Court's Final Approval.

9 26. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of
10 this matter, except as to proceedings necessary to implement and obtain an order granting Final
11 Approval of the terms of the settlement.

12 27. Nullification of Settlement Agreement. In the event: (i) CLMP timely and
13 properly revokes this Settlement Agreement as set forth in Section V. Paragraph 11.(g) herein;
14 (ii) the Court does not finally approve the Settlement Agreement as provided herein; (iii) the
15 Court does not enter Final Approval as provided herein, which becomes final as a result of the
16 occurrence of the Effective Date; or (iv) the Settlement Agreement does not become final for any
17 other reason, this Settlement Agreement shall be null and void and any order or judgment entered
18 by the Court in furtherance of this Settlement Agreement shall be treated as void from the
19 beginning. In such a case, the Parties shall be returned to their respective statuses as of the date
20 and time immediately prior to the execution of this Settlement Agreement and the Parties shall
21 proceed in all respects as if this Settlement Agreement had not been executed (and the terms and
22 existence of the Settlement Agreement will be confidential). In the event an appeal is filed from
23 the Court's Final Approval, or any other appellate review is sought prior to the Effective Date,
24 administration of the Settlement Agreement shall be stayed pending final resolution of the appeal
25 or other appellate review (unless otherwise agreed to by the Parties).

26 28. No Admission. Nothing contained herein, nor the consummation of this
27 Settlement Agreement, is to be construed or deemed an admission of liability, culpability,
28 negligence, or wrongdoing on the part of CLMP or any of the other Released Parties. CLMP

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specifically denies any and all liability. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

29. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement Agreement.

30. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

<u>To Class Counsel:</u>	<u>To Defendant's Counsel:</u>
Eric B. Kingsley Liane Katzenstein Ly KINGSLEY & KINGSLEY, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 eric@kingsleykingsley.com liane@kingsleykingsley.com	Jennifer S. Branch (SBN: 191418) jbranch@lbbklaw.com Ryan Blackstone-Gardner (SBN 208816) rbg@lbbklaw.com LAGASSE BRANCH BELL + KINKEAD LLP 4365 Executive Drive, Suite 950 San Diego, California 92121 Telephone: (858) 345-5080 Facsimile: (858) 345-5025

31. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Participating Class Members are not relying on any statement or representation by the Parties in this regard. Participating Class Members understand and agree that Participating Class Members will be solely responsible for the

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1 payment of any taxes and penalties assessed on the payments described herein.

2 32. Headings. The descriptive headings of any paragraphs or sections of this
3 Settlement Agreement are inserted for convenience of reference only and do not constitute a part
4 of this Settlement Agreement, and in no way, define, limit, extend, or describe the scope of this
5 Settlement Agreement or any provision herein.

6 33. Amendment or Modification. Unless otherwise provided herein, this Settlement
7 Agreement may be amended or modified only by a written instrument signed by counsel for all
8 Parties or their successors-in-interest, and approved by the Court.

9 34. Entire Agreement. This Settlement Agreement, any supplemental written
10 agreement subsequently incorporated, and any attached exhibits constitute the entire Settlement
11 Agreement among these Parties, and no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Settlement Agreement or its exhibits
13 other than the representations, warranties and covenants contained and memorialized in such
14 documents.

15 35. Authorization to Enter into Settlement Agreement. The signatories hereto
16 represent that they are fully authorized to enter into this Settlement Agreement and bind the
17 Parties hereto to the terms and conditions hereof.

18 36. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
19 other and use their best efforts to affect the implementation of the Settlement Agreement,
20 including but not limited to, execution of such documents and to take such other action as may
21 be reasonably be necessary to implement the terms of this Settlement Agreement. As soon as
22 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance
23 of CLMP and Defendant's counsel, take all necessary steps to secure the Court's Preliminary
24 Approval and Final Approval of this Settlement Agreement. In the event the Parties are unable
25 to reach agreement on the form or content of any document needed to implement the Settlement
26 Agreement, or on any supplemental provisions that may become necessary to effectuate the
27 terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve
28 such disagreement.

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1 37. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
2 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of liability, claim, demand, action,
4 cause of action, or rights herein released and discharged except as set forth herein.

5 38. Binding on Successors and Assigns. This Settlement Agreement shall be binding
6 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,
7 administrators and successors.

8 39. Participating Class Member Signatories. It is agreed that because the
9 Participating Class Members are so numerous, it is impossible or impractical to have each
10 Participating Class Member execute this Settlement Agreement. The Notice of Settlement will
11 advise all Class Members of the binding nature of the release and, upon Final Approval, such
12 shall have the same force and effect as if this Settlement Agreement were executed by each
13 Participating Class Member. Notice of Entry of Judgment shall be served by the Class
14 Representative on CLMP.

15 40. California Law Governs. All terms of this Settlement Agreement shall be
16 governed by and interpreted according to the laws of the State of California, without giving
17 effect to any conflict of law principles or choice of law principles.

18 41. Counterparts. This Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them shall be deemed to be one and the
20 same instrument provided that counsel for the Parties to this Settlement Agreement shall
21 exchange among themselves original signed counterparts.

22 ///

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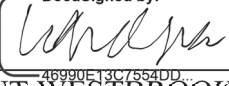
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42. Confidentiality Preceding Preliminary Approval. The Class Representative and Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this settlement, and all documents related to the settlement shall not be discussed with, publicized or promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement. Notwithstanding the foregoing, the Class Representative and Class Counsel may represent to the public in general only that “certain claims have been resolved by the parties.” The Class Representative and Class Counsel will not publish or publicize the terms of this Settlement Agreement and will not issue any press releases except that the Class Representative and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement Agreement and may communicate with Class Members regarding the settlement, its terms, its history (apart from settlement communications).

Dated: March 29, 2023

PLAINTIFF

By:

DocuSigned by:

46990E13C7554DD...
GRANT WESTBROOK

Dated:

DEFENDANT

By:

C.L.M.P., LTD.

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1 42. Confidentiality Preceding Preliminary Approval. The Class Representative and
2 Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum
3 Settlement Amount), the negotiations leading to this settlement, and all documents related to the
4 settlement shall not be discussed with, publicized or promoted to the public, except as necessary
5 to effectuate and/or enforce the terms of this Settlement Agreement. Notwithstanding the
6 foregoing, the Class Representative and Class Counsel may represent to the public in general
7 only that "certain claims have been resolved by the parties." The Class Representative and Class
8 Counsel will not publish or publicize the terms of this Settlement Agreement and will not issue
9 any press releases except that the Class Representative and Class Counsel may disclose in legal
10 proceedings a summary of the terms of the Settlement Agreement and may communicate with
11 Class Members regarding the settlement, its terms, its history (apart from settlement
12 communications).

13
14 Dated:

PLAINTIFF

15 By: _____

GRANT WESTBROOK

16
17
18 Dated:

DEFENDANT

19 3/29/23
20 By: _____

C.L.M.P., LTD.

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San Diego, CA 92121

Dated: March 29, 2023

Kingsley & Kingsley, APC

By: 

Eric B. Kingsley
Liane Katzenstein Ly
Attorneys for Plaintiff
GRANT WESTBROOK

Dated: March 29, 2023

Lagasse Branch Bell + Kinkead LLP

By: 

Jennifer S. Branch
Ryan Blackstone-Gardner
Attorneys for Defendant
C.L.M.P., LTD.

EXHIBIT "1"

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Grant Westbrook, an individual, on behalf of himself and others similarly situated Plaintiff, v. C.L.M.P., LTD.; and DOES 1 thru 50, inclusive, Defendants, Case No. 37-2021-00019187-CU-OE-CTL

***The Superior Court for San Diego County authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against C.L.M.P., LTD. (“Defendant” or “C.L.M.P.” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former C.L.M.P. employee Grant Westbrook (“Plaintiff”) and seeks payment of back wages and other relief for all non-exempt, hourly-paid California employees employed by C.L.M.P. and who were assigned to work at Adame Landscape, Inc., during the Class Period (April 29, 2017 to June 7, 2022) (“Class” or “Class Members”). Plaintiff also seeks back wages and other relief for a Sub-Class group defined as all Class Members who were subjected to a temperature prior to entering the Adame Landscape, Inc., facility, beginning on March 19, 2020. (“Temperate Check Sub-Class Members”).

In addition, Plaintiff seeks penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly-paid California employees employed by C.L.M.P. and who were assigned to work at Adame Landscape, Inc., during the PAGA Period (April 29, 2020 to June 7, 2022) (“Aggrieved Employees” or “PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either class or PAGA period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

but not the PAGA Settlement Written Objections Must be Submitted by [date]	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former C.L.M.P. employee. The Action accuses Defendant of violating California labor laws by failing to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; provide meal breaks pursuant to Labor Code section 512 and 226.7; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act, codified at Labor Code §§ 2698, *et seq.* ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff

and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$42,500.00 as the Maximum Settlement Amount. Defendant has agreed to deposit the Maximum Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Maximum Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Maximum Settlement Amount not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Maximum Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$14,166.66 (33-1/3% of the Maximum Settlement Amount] to Class Counsel for attorneys' fees and up to \$5,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Service Award for filing the Action, working with Class Counsel and representing the Class. A Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment.
 - C. Up to \$5,000.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$2,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Maximum Settlement Amount (the “Net Settlement”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33.33% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 66.66% to interest and penalties. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Maximum Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Parties that are to be Released are defined as:

CLMP, its past, present, and/or future owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, shareholders, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents, CLMP's past, present, and/or future parent, subsidiary, or affiliated entities, including DBAs, franchisors, and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents, and Adame Landscape, Inc. and its past, present, and/or future owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, shareholders, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents, (collectively the "Released Parties")

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, Settlement Administrators, successors, and assigns, release Released Parties from (i) any and all claims, damages or causes of action alleged in, or arising out of, the allegations in the Second Amended Complaint, filed in this Action, which were alleged or that could have been alleged by WESTBROOK and/or any Participating Class Member in the Second Amended Complaint and/or the PAGA Notice based on any of the

factual allegations contained in such complaint and/or the PAGA Notice, including, but not limited to, claims under state or local law, including, but not limited to claims for unpaid wages, and claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to missed meal breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation, the payment of any penalties, all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 226a, 226.7, 510, 512, 1194 and 1199,), the Wage Orders of the California Industrial Welfare Commission, California Business and Profession Code 17200, *et seq.*, and California common law of contract, interest and claims for attorney's fees relating in any way to those claims alleged and mentioned in the complaint(s) which occurred during the Class Period while a Participating Class Member was employed by CLMP or which arose out of a Participating Class Member's employment during the Class Period. ("Released Class Claims")

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Maximum Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action including, violations of Labor Code sections 201, 202, 203, 226a, 226.7, 510, 512, 1194, and 1199.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Individual Settlement Payment will be the combination of the Class Settlement Payment plus, if the Participating Class Member is also a Participating Temperature Check Sub-Class Member, his or her Temperature Check Settlement Payment. The Settlement Administrator will calculate Class Settlement Payments by (a) dividing 80% of the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Similarly, the Settlement Administrator will calculate Temperature Check Sub-Class Settlement Payments by (a) dividing 20% of the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$625.00 (or 25% of the \$2,500.00 PAGA Payment) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Grant Westbrook v. C.L.M.P., LTD., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is [date].** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Grant Westbrook v. C.L.M.P., LTD. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department C-65 of the San Diego Superior Court, located at Hall of Justice, Fourth Floor, 330 W. Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via [confirm]. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website [URL of website] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to the Court's Register of Actions (<https://roa.sdcourt.ca.gov/roa/>) and entering the Year and Case Number for the Action as follows: Year: 2021 Case No. 00019187.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Eric B. Kingsley
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Liane Katzenstein Ly
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Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:

[Name of Company]
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [website] for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT "B"

	A	C	D	E	F	G	H	I	J	K	L
1	ALM RESEARCH										
2	2007 NLJ Billing Survey										
3	Fiscal Year - 2007										
4	Billing Source-National Law Journal 12/11/2007										
5	Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
6	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	GrayRobinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$755	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
93											
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polsinelli Shalton Welte Suelthaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Minick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT "C"

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

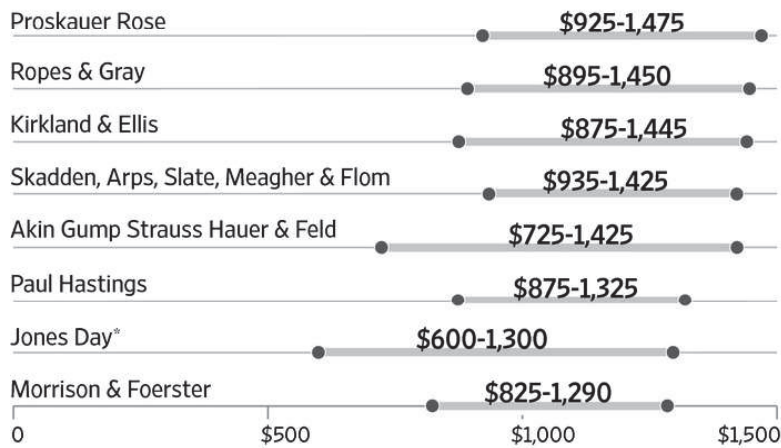
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "D"

LAFFEY MATRIX

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[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
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6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

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

EXHIBIT "E"

C.L.M.P. Ltd. adv. Westbrook, Grant
Grant Westbrook • 951-292-1559 • westbrookgrant78@icloud.com

Historic Cost

			\$2,737.31
Filing Fee			\$16.42
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Date Incurred

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Date Incurred

12/3/2021

Notes

appealant's reply brief

Created: 12/3/2021 at 12:57 PM

Thirdworks TaskCode

Copies

Date Incurred

12/3/2021

Payee

Paper Cut

Notes

appealant's reply brief

Filing Fee

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7/7/2021

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Date Incurred

5/16/2021

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Date Incurred

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Date Incurred

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LWDA

Description

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Docs

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9/6/23, 1:31 PM

Flevine - C.L.M.P. Ltd. sds: Westbrook, Grant

Postage Cost Created: 7/9/2021 at 4:40 PM Thirdworks TaskCode July Postage	\$2.20
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(Proof of Submission to the LWDA)

EXHIBIT "F"

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

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

On September 6, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Jennifer S. Branch
Ryan Blackstone-Gardner
jbranch@lbbklaw.com
rbg@lbbklaw.com
Lagasse Branch Bell + Kinhead LLP
4365 Executive Dr., Suite 950
San Diego, CA 92121

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

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

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

Executed on September 6, 2023, at Encino, California.



Michelle Tanzer