

KINGSLEY SZAMET & LY
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CRISTINA GUZMAN, an individual, on
behalf of herself and others similarly
situated,

PLAINTIFF,

v.

RANDSTAD US, LLC; and DOES 1 thru
50, inclusive,

DEFENDANTS.

Case No. 21CV380800

[Case Assigned for All Purposes to Hon.
Theodore C. Zayner in Dept. 19]

**DECLARATION OF KELSEY M.
SZAMET IN SUPPORT OF MOTION FOR
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES**

Date: September 18, 2024
Time: 1:30 PM
Dept.: 19

Complaint Filed: April 28, 2021
Trial Date: None Set

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I, Kelsey M. Szamet, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am the attorney of record for Plaintiff CRISTINA GUZMAN 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 Motion for Approval of Representative Action in the above-captioned case.

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

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On April 28, 2021, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action for 1) failure to pay wages and/or overtime under Labor Code §§ 510, 1194, and 1199; 2) failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; and 3) penalties pursuant to Labor Code § 203.

6. On April 28, 2021, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 (“PAGA”), to the Labor Workforce Development Agency (“LWDA”) regarding her intent to seek civil penalties for the same Labor Code violations above.

7. Plaintiff did not receive any response from the LWDA to her formal written notice.

8. On July 2, 2021, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for penalties under Labor Code § 2699 et seq., (PAGA) for Defendant's alleged violation of Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199. The

1 First Amended Complaint is the operative complaint in the Action.

2 9. Plaintiff's Complaint defined the aggrieved employees as: "All persons who are
3 employed or have been employed as an hourly employee by RANDSTAD US, LLC, in the State of
4 California who were assigned to work at Advoque since one (1) year prior to the date of this letter
5 and continuing to the present."

6 10. In light of an existing arbitration agreement, Plaintiff dismissed her class allegations
7 pursuant to California Rule of Court (CRC) 3.770(a), and the Order dismissing the class allegations
8 without prejudice was signed on December 14, 2021.

9 11. Plaintiff filed a dismissal of her individual allegations without prejudice to proceed
10 with the representative PAGA claim only.

11 12. The Court issued an Order dismissing the individual allegations without prejudice
12 on January 14, 2022.

13 13. The Parties agreed to arbitrate Plaintiff's individual PAGA claim pursuant to the
14 arbitration agreement, and filed a stipulation to stay Plaintiff's non-individual PAGA claims in Santa
15 Clara County Superior Court.

16 14. Plaintiff submitted her individual claims to arbitration on December 22, 2022.

17 **DISCOVERY PROCESS AND MEDIATION**

18 15. The Parties engaged in formal and informal pre-mediation discovery. Prior to
19 mediation, Plaintiff obtained, through formal discovery, Plaintiff's personnel records and extensive
20 time and pay data relevant to both Plaintiff and the aggrieved employees.

21 16. Plaintiff was also deposed on October 24, 2023.

22 17. On January 9, 2024, the Parties participated in an all-day mediation presided over by
23 mediator Brandon McKelvey, Esq. which led to an Agreement to settle the action.

24 18. Thereafter, the Parties engaged in good faith, arms-length negotiations concerning
25 possible resolution of the claims asserted in the Litigation. The Parties were able to reach a
26 settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the
27 Court.

28 19. Although Defendant denies that it violated any pertinent law, it recognized the risks

1 and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to
2 finalization of a formal PAGA Settlement Agreement and the approval of the Court. The Parties
3 negotiated the terms and conditions of the Agreement and now present the agreed-upon Settlement
4 to the Court for Approval.

5 THE SETTLEMENT

6 20. Defendant will pay the total sum of \$140,000.00 in full and final settlement of the
7 PAGA claims alleged.

8 21. Per the Agreement, the amount is allocated as follows:

9 Gross Settlement Amount	\$140,000.00
10 PAGA Counsel Litigation Expenses Payment	\$12,247.14
11 Administrator Expenses Payment	\$8,850.00
12 Enhancement Payment	\$5,000.00
PAGA Penalties	\$113,902.86 (\$85,427.15 to the LWDA; \$28,475.71 to Aggrieved Employees)

13 22. The Agreement provided for counsel to receive cost reimbursement up to
14 \$13,000.00. However, counsel's final costs come to \$12,247.14, which includes the anticipated
15 future cost associated with filing the instant Motion. The extra \$752.86 will remain in the net
16 settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to
17 be slightly higher than the \$113,150.00 contemplated in the settlement agreement. The Agreement
18 permits Plaintiff's Counsel to separately seek attorneys' fees.

19 23. Each aggrieved employee shall receive a pro-rata portion of the remaining amount in
20 PAGA penalties based on dividing the total number of pay periods worked by each PAGA Member
21 in the PAGA Period by the total number of pay periods worked by all PAGA Members in the PAGA
22 Period, multiplied by the 25% of the Net Settlement Amount allocated to PAGA Members.

23 24. For settlement purposes, the Aggrieved Employees are defined as: all persons who
24 are employed or have been employed as an hourly employee by RANDSTAD US, LLC in the State
25 of California who were assigned to work at Advoque during the Release Period" ("Aggrieved
26 Employees").

27 25. The "Release Period" or "PAGA Period" means the period from April 28, 2020, to
28 March 17, 2024.

1 **RISKS AND EVALUATION OF THE SETTLEMENT**

2 26. To help the Court evaluate the fairness of the Settlement, a discussion of the risk
3 evaluation and discount taken follows.

4 27. Plaintiff believed that Defendant may persuasively argue that the Court should
5 exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under
6 PAGA.

7 28. Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to
8 “decide not to penalize an employer for a first violation when that violation was due to a clerical
9 error or inadvertent mistake.”

10 29. And in accordance with PAGA, the court in a PAGA action has the same discretion
11 “to assess a civil penalty” that the Labor Commissioner would have, as well as complete discretion
12 to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on
13 the facts and circumstances of the particular case, to do otherwise would result in an award that is
14 unjust, arbitrary and oppressive, or confiscatory.” (Labor Code § 2699(e)(1) and (e)(2)).

15 30. Plaintiff anticipated that, at trial, Defendant could make a potentially persuasive
16 argument that Defendant: (1) the Aggrieved Employees were properly paid pursuant to Defendant’s
17 lawful policies and practices, and that any alleged failure to compensate the Aggrieved Employees
18 was the result of inadvertence and clerical error; (2) the Aggrieved Employees were provided with
19 the opportunity to take meal breaks in compliance with California law; (3) until this Action was filed,
20 no employees had complained about any alleged failure to pay wages or provide meal breaks; (4)
21 none of Defendant’s employees suffered any harm from or actual damage as a result of the conduct
22 that forms the basis for Plaintiff’s allegations. All of which, Defendant would argue, should mitigate
23 in favor of significantly reducing or waiving any PAGA penalties.

24 31. While Plaintiff disagrees that this analysis is legally correct or persuasive, she had to
25 consider the foregoing facts and arguments and how they might impact any judgment ultimately
26 awarded to Aggrieved Employees if the Court were persuaded by them.

27 32. Another significant risk to recovery is that Plaintiff understands that Advoque is no
28 longer in business.

1 33. While Plaintiff ultimately contends that Defendant Randstad is liable as a joint
2 employer, the complexities of indemnification issues in the staffing context is another real risk that
3 Plaintiff had to consider. Further, Defendant argued at mediation that Advoque is no longer in
4 business so any potential liability was cutoff as of the date that operations ceased. Third and finally,
5 Plaintiff had to acknowledge that it would be more difficult for her and her counsel to secure witness
6 statements and testimony from former coworkers at an entity that is no longer operating.

7 **1. Risks Associated with the Wages/Overtime Claim**

8 34. Here, Plaintiff alleges that she and all Aggrieved Employees were forced to perform
9 pre- and post-shift work on a regular and consistent basis without receiving compensation for such
10 work, thereby depriving them of all of the wages owed to them. Specifically, Plaintiff and the
11 Aggrieved Employees alleged they were routinely required to undergo temperature and security
12 checks when entering the Milpitas Advoque facility, and another security check when leaving the
13 facility. Plaintiff and the Aggrieved Employees alleged they were also required to undergo
14 temperature checks when entering the Fremont and Santa Clara Advoque facilities. The alleged time
15 spent performing these temperature and security checks were not recorded due to Defendant's
16 timekeeping procedures.

17 35. Plaintiff also alleges that Defendant failed to accurately record her hours worked and
18 meal periods. Defendant allegedly had a policy of rounding the time for meal periods taken by
19 Plaintiff and all Aggrieved Employees depriving them of all of the wages owed to them. For the time
20 periods or facilities when Plaintiff was required to handwrite her hours on a sign-in sheet or when
21 supervisors kept track of her hours worked and meal periods, Plaintiff contends that all of her time
22 was rounded. Plaintiff believes this is true for all handwritten time records and thus affected other
23 Aggrieved Employees. Thus, Plaintiff contends that Defendant's common rounding policy consisted
24 in the rounding of time for Plaintiff and all members of the Aggrieved Employees instead of paying
25 the employees for the actual hours they worked. As a result, Plaintiff contends that she and all
26 aggrieved employees were forced to work on a regular and consistent basis without receiving
27 compensation for all hours worked at the proper rate and Defendant is liable for penalties under
28 PAGA. Defendant disputes this claim and argues that all employees were paid for all hours worked.

1 36. Defendant vehemently denied this claim and argued that its labor policies prohibit
2 off-the-clock work, all meal periods were provided and employees were not working off the clock
3 during meal periods, and that any covid temperature checks would have been performed on the clock
4 and to the extent they were not it was due to unique and limited circumstances, and that any inquiry
5 into such circumstances would have made adjudication of the PAGA claim unmanageable.

6 37. Defendant argued that Plaintiff's theory of liability would be extremely difficult to
7 prove on a representative because the time records will show compliant meal periods.

8 38. Defendant argued that this case would devolve into a series of mini-trials wherein
9 each allegedly aggrieved employee would have to testify as to whether he or she worked any time
10 off the clock including being clocked out, but actually working through his/her meal periods.

11 39. Defendant argued that this would make it very difficult to offer any proof on a
12 representative basis. Third, Defendant argued that because it is a temporary staffing agency,
13 establishing claims on a representative basis would be difficult because of the nature of the temporary
14 staffing business – short term contracts with different facilities, different supervisors, different
15 timekeeping policies and procedures, different meal and rest policies and procedures, and different
16 COVID protocols at different facilities.

17 40. Plaintiff acknowledges that this can be a highly difficult type of claim to prove on a
18 representative because there are no time records to substantiate or evaluate an "off the clock" claim.

19 41. Defendant would argue that if there was any such issue of working off the clock for
20 temperature checks and/or during meal periods, it would necessitate speaking to each and every
21 allegedly aggrieved employee about his/her experiences day to day and whether any off the clock
22 time was ever worked and if so, why it was worked.

23 42. This type of inquiry, Defendant would argue, makes its very difficult to establish
24 liability based on common proof.

25 43. Based on Defendant's responses and contentions, Plaintiff acknowledges that there
26 is acute risk as to this claim and believed it was appropriate to discount this claim for settlement
27 purposes.

28 **2. The Risks Associated with the Meal Period Claim**

1 44. Plaintiff alleges that Defendant regularly failed to provide on-time, lawful meal
2 periods to Plaintiff and the Aggrieved Employees, failed to pay meal premiums for such violations,
3 and maintained an unlawful meal rounding policy wherein it rounded time for an employee's meal
4 break, regardless of whether a lawful meal period was actually provided under California law. Thus,
5 Plaintiff alleges that Defendant is liable to Plaintiff for these Labor Code violations and owes
6 penalties to all Aggrieved Employees.

7 45. Defendant disputes this claim and argues that it maintained a valid written meal
8 policy at all times and all employees were provided with the opportunity to take compliant meal
9 periods.

10 46. Defendant also argues that because it is a temporary staffing agency, establishing
11 claims on a representative basis would be extremely difficult because of the nature of the temporary
12 staffing business – short term contracts with different facilities, different supervisors, different
13 timekeeping policies and procedures at each facility, different meal and rest practices, and different
14 COVID protocols at different facilities.

15 47. Plaintiff was confident that Defendant would attempt to gather testimonial evidence
16 from Aggrieved Employees indicating that the records were accurate and either they took compliant
17 meal breaks as reflected in the records or validly waived the meal period or were paid a meal period
18 premium in lieu thereof.

19 48. Plaintiff must acknowledge that the nature of staffing agency placements poses risks
20 for the aggrieved employees beyond the normal risk associated with trying to establish meal period
21 violations.

22 49. Taken together, Plaintiff believed there was significant risk as to establishing liability
23 on the meal period allegations.

24 50. Considering this risk, Plaintiff did not place much value on the missed meal period
25 claim and believes it is fair and reasonable to discount the underlying meal period claim for
26 settlement purposes.

27 ///

28 **3. The Risks Associated with the Waiting Time Penalties Claim**

1 51. Plaintiff and numerous Aggrieved Employees are no longer employed by Defendant.
2 Plaintiff alleges that Defendant failed to pay all wages owed and due upon their termination and/or
3 resignation.

4 52. Plaintiff factored in the risk of establishing that any violation was “willful” and the
5 fact that this claim is derivative.

6 53. Defendant argued that if there was any late penalty it was not willful and that if
7 Plaintiff was unable to prove the off the clock or meal period claims, the waiting time penalty claim
8 would also fail.

9 54. Because of the derivative nature of this claim, the risks flow from the discussion
10 above and Plaintiff will not repeat them here.

11 55. In light of all these significant risks and given that PAGA gives the Court broad
12 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
13 Settlement Amount of \$140,000.00 was fair and reasonable.

14 56. Plaintiff anticipated that, at trial, Defendant would argue that: (1) employees were
15 properly paid in accordance with Defendant’s lawful policies and practices, and that any alleged
16 failure to compensate the PAGA Members was the result of inadvertence and clerical error; (2)
17 employees were actually provided with the opportunity to take meal breaks in compliance with
18 California law; and (3) until this Action was filed, no employees had complained about any of the
19 alleged Labor Code violations. All of which, Defendant would argue, should militate in favor of
20 significantly reducing any civil penalty.

21 57. Plaintiff assessed that the maximum potential exposure for the PAGA claims for the
22 Aggrieved Employees is \$635,900 (6,359 pay periods at issue multiplied by \$100 a pay period). If
23 the Court were to “stack” pay periods for each of the three distinct underlying Labor Code violations
24 alleged, the full value could balloon up to \$1,907,700.00 (\$635,900 x 3 violations).

25 58. In light of the immense judicial discretion available, Plaintiff believes the Settlement
26 is reasonable. Indeed, if this Court were to ultimately award \$18 per pay period as the trial court did
27 in *Fleming v. Covidien Inc., supra*, the present Settlement is in fact superior at \$22 per pay period
28 (for comparison the \$18/pay period in *Fleming* would be \$114,462 here as 6,359 pay periods x \$18

1 = \$114,462).

2 59. Were the Court to award 10% of maximum civil penalty as occurred in *Carrington*,
3 *supra*, 30 Cal. App. 5th 504, the result here would be \$63,590.

4 60. Because this Settlement is well-within the range of other judicial penalty awards if
5 not noticeably higher, Plaintiff believes this Settlement for \$140,000.00 is a very fair and reasonable
6 settlement.

7 **ATTORNEY COMPETENCE**

8 61. Kingsley Szamet & Ly, previously known as Kingsley & Kingsley, APC, is
9 extremely experienced in prosecuting employment litigation, and since 2000 we have focused our
10 practice on wage, hour, and working condition violations. My firm is well versed in class and
11 representative action litigation and has diligently and aggressively pursued this action. Kingsley
12 Szamet & Ly currently serves as PAGA Counsel for several dozens of pending class action lawsuits
13 in Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a
14 small, but representative sampling of wage and hour cases handled by my firm:

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

g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.

h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.

i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-00705 AWI/LT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.)

1 In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in
2 the gross amount of \$2,000,000.00, and the court granted attorney's fees request
3 of 33.33%.

4 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter
5 was proposed for final settlement by the Honorable Richard L. Fruin on February
6 19, 2016, in the gross amount of \$5,250,000.

7 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).
8 The matter was approved for final settlement by the Honorable Lee Smally
9 Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees
10 request of 38%.

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

16 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
17 15-101333). The matter was approved for final settlement before the Hon. Stephen
18 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
19 attorneys' fees request of 33.33%.

20 62. Kingsley Szamet & Ly filed its first class certification motion in the year 2000 and
21 since that time has been appointed PAGA Counsel on dozens of wage and hour class actions that
22 have been approved for class certification. Since 2012, Kingsley Szamet & Ly has moved for class
23 certification in 15 matters and has successfully obtained class certification in 15 of those cases. A
24 brief sampling of which includes:

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

27 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
28 December 19, 2012) (court granted contested class certification and appointed

1 Kingsley Szamet & Ly as PAGA Counsel).

2 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
3 filed February 3, 2014) (court granted contested class certification and appointed
4 Kingsley Szamet & Ly as PAGA Counsel).

5 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
6 filed January 27, 2015) (court granted contested class certification and appointed
7 Kingsley Szamet & Ly as PAGA Counsel).

8 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C
9 0214). contested class certification granted in June 2020.

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

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

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

16 63. PAGA Counsel is experienced in the handling of wage and hour class and
17 representative actions and supports this Settlement. Based on its analysis, PAGA Counsel believes
18 that this settlement is fair and reasonable and in the best interest of the aggrieved employees.

19 64. After factoring in the risks explained above, I believe that the proposed settlement is
20 fair and reasonable. I am not aware of any other pending matter or action asserting claims that will
21 be extinguished or adversely affected by this Settlement.

22 REQUESTS FOR ATTORNEYS' FEES

23 65. As detailed fully in the Agreement and set forth above, the Agreement provides for
24 PAGA Counsel to separately seek a fee award of up to \$140,000.00.

25 66. PAGA Counsel extensively addressed the perceived risks in this case in the
26 concurrently filed Motion for Approval of Representative Action Settlement and will not repeat that
27 analysis here. In addition to the complexity of this case, PAGA Counsel has borne the entire risk
28 and costs of this litigation during the entire time that it has been pending, all on a pure contingency

1 basis. Through the investment of substantial effort and resources, PAGA Counsel has secured an
2 outstanding Settlement of behalf of the Aggrieved Employees. Defendant vigorously contested
3 liability, the amount of claimed damages, and the propriety of class certification. It is this kind of
4 situation, involving complex issues, that has been recognized as justifying a substantial attorney fee
5 award.

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

13 68. I am very familiar with the contingent fee market throughout California and in the
14 Santa Clara County area, particularly as it pertains to complex employment, wage and hour, and
15 class and representative action litigation. On behalf of my firm, I have negotiated numerous
16 contingency fee agreements with plaintiffs, both as individuals and as representatives in class
17 action suits. Many of those agreements provided that counsel will receive a fee that is between
18 33% and 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for
19 the costs they incurred out of the recovery amount. The named Plaintiff in this action signed a
20 contingency fee agreement that stated that counsel would be able to make a fee of up to 40% of
21 any recovery if the case settles. These are typical and standard percentages in employment-related
22 contingency agreements throughout California. Indeed, in my opinion, the aggrieved employees
23 in this wage and hour case could not have retained competent counsel in California, particularly
24 with the considerable skill and expertise of my firm, for any amount significantly less than the
25 contingency fee percentage provided in this retainer agreement. PAGA Counsel has never been
26 paid any money for attorneys' fees in this case and has advanced all costs.

27 69. There are always risks attendant to billing cases on a contingency basis. Those
28 risks are even higher in the current economic climate. Kingsley Szamet & Ly bills the vast

majority of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred thousands of dollars in fees that will never be recovered.

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

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

72. In addition to appealing class certification denials, Kingsley Szamet & Ly 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

- 1 mandatory tip pool affirmed);
- 2 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
- 3 ruling in employer's favor that certain employees can share in mandatory tip pool
- 4 affirmed);
- 5 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
- 6 employer's favor approving employer's commission pay plan affirmed) ;
- 7 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
- 8 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
- 9 employees affirmed);
- 10 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court
- 11 ruling that pharmaceutical sales representatives are exempt employees affirmed);
- 12 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
- 13 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
- 14 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
- 15 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
- 16 Supreme Court affirmed lower court);
- 17 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
- 18 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
- 19 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
- 20 arbitration affirmed);
- 21 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
- 22 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
- 23 affirmed);
- 24 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
- 25 in part and affirming in part trial courts order compelling arbitration);
- 26 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
- 27 summary judgement in favor of employer on wage statement claim);
- 28 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,

1 2018) (affirming judgement for employees after bench trial);

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

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

12 74. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well as
13 monetary reasons), as this Court knows, many of these cases hinge on the decision of class
14 certification. Recently, there has been a renewed effort by defense counsel and/or their clients to
15 challenge these cases and to push back, especially on certification motions. In addition, many novel
16 legal issues have gone up on appeal, which has complicated the landscape for settlement.

17 **PAGA COUNSEL'S FEE REQUEST IS REASONABLE UNDER A LODESTAR**
18 **CROSSCHECK**

19 75. Here, a lodestar cross-check confirms that the fee award requested is reasonable.
20 PAGA Counsel have an aggregate lodestar in the amount of \$118,255.00 which represents 157.9
21 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff's
22 Approval Motion and does not include time spent on the Fee Motion or future hours.

23 76. As such, PAGA Counsel is asking for a slight lodestar multiplier of 1.18.

24 77. This case dealt with difficult legal and factual questions. Significantly, the risk
25 attendant to the underlying claims in this matter was great considering Defendant's defenses as
26 discussed in detail above. Were this case to proceed, Defendant would have a strong incentive to
27 litigate tenaciously.

28 78. There are genuine issues in dispute.

1 79. As discussed above, PAGA Counsel are skilled wage and hour practitioners with
2 decades of experience who diligently prepared and litigated this matter.

3 80. To achieve the ultimate result in this case, PAGA Counsel had to incur substantial
4 risk and expense, and were precluded from taking other fee generating employment for 157.9 hours
5 of attorney time.

6 81. This matter had been handled purely on a contingency fee basis and PAGA Counsel
7 has advanced many thousands of dollars in costs while deferring all payment of fees, with no
8 guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting
9 significant firm resources to prosecution of this matter.

10 82. PAGA Counsel believe the Settlement is an exceptional result that will be well-
11 received by the Aggrieved Employees.

12 **PAGA COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

13 83. The requested hourly rates in this case range from \$400.00 per hour to \$1,100.00.

14 84. PAGA Counsel’s hourly rates are fully supported by their experience and
15 reputation in handling complex employment litigation, including wage and hour class and
16 representative actions.

17 85. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class and
18 representative action lawsuits.

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

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

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

28 89. My office billed for the following four attorneys for work performed on this case:

1 Eric Kingsley, Jessica Bulaon, David Penner, and me.

2 90. I am a partner at Kingsley Szamet & Ly. I received my Bachelor of Arts degree,
3 *cum laude*, from the University of California San Diego and received my law degree from UCLA
4 School of Law in 2008, where I was active in the Women’s Law Journal and community-based
5 legal clinics. I have been practicing since 2008 and am billed at \$800 per hour.

6 91. Jessi Bulaon is an Associate Attorney at Kingsley Szamet & Ly. Ms. Bulaon is a
7 graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her
8 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean’s
9 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment
10 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a
11 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of
12 2021. She is billed at \$450 per hour.

13 92. David Penner is a former associate of Kingsley Szamet & Ly. He received his/her
14 B.A. from University of Michigan and received his law degree from University of California, Irvine
15 School of Law in 2018. He left the firm in 2022 and was billed at \$400 per hour.

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

24 94. PAGA Counsel’s charged rate are commensurate with the prevailing market rates
25 in County for attorneys of comparable experience and skill handling complex litigation.

26 95. PAGA Counsel’s rates in calculating the lodestar are the same rates charged to non-
27 contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal
28 services.

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

97. Finally, PAGA Counsel's rates are lower than the 2023-2024 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 \$1057, a reasonable rate for an attorney with 16 years of experience, such Ms. Szamet, is \$878, and a reasonable rate for an attorney with 1-3 of experience, such as Ms. Bulaon or Mr. Penner is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit "4".

98. Kingsley Szamet & Ly'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	20.1	\$1,100.00	\$22,110.00
Kelsey M. Szamet	98.0	\$800.00	\$78,400.00
Jessica Bulaon	36.5	\$450.00	\$16,425.00
David Penner	3.3	\$400.00	\$1,320.00
KINGSLEY TOTAL ATTORNEYS' FEES	157.9		\$118,255.00¹

99. Kingsley Szamet & Ly 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;
- f. investigation and discussion regarding job functions, duties, compensation,

¹ The Total Attorneys' Fees does not include PAGA Counsel anticipated 10-15 hours of future time to handle the final approval hearing and to oversee the administration process.

1 policies, and procedures, etc.;

2 g. regular meetings and or communicating with the Plaintiff;

3 h. drafting pleadings (Complaints, Motion for Representative Action Approval,
4 various documents related to Representative Action Approval, Motion for Final
5 Approval, etc.);

6 i. researching private right of action and various impact on class actions;

7 j. interviewing and obtaining declarations from aggrieved employees;

8 k. preparing for and attending mediation;

9 l. discussing issues related to damage model calculations;

10 m. preparing and analyzing damage models;

11 n. negotiating the terms of the settlement;

12 o. reviewing and making changes to the Settlement Agreement;

13 p. drafting and editing all documents for Preliminary and Final Approval;

14 q. monitoring Notice and settlement administration procedures;

15 r. coordinating and overseeing all aspects of the administration of the Settlement
16 (review documentation, approve form and content, etc.); and multiple
17 communications with defense counsel.

18 100. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.18.

19 101. I believe the request for attorneys' fees in the amount of \$140,000.00 is fair and
20 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the
21 exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and
22 experience led to an outstanding settlement.

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

24 102. This case dealt with difficult legal and factual questions. Significantly, the risk
25 attendant to the underlying claims in this matter was great considering Defendant's defenses as
26 discussed in detail above. Were this case to proceed, Defendant would have a strong incentive to
27 litigate tenaciously. There are genuine issues in dispute.

28 103. PAGA Counsel are skilled wage and hour practitioners with decades of experience

1 who diligently prepared and litigated this matter as discussed.

2 104. To achieve the ultimate result in this case, PAGA Counsel had to incur substantial
3 risk and expense, and were precluded from taking other fee generating employment for over 157.9
4 hours of attorney time.

5 105. This matter had been handled purely on a contingency fee basis and PAGA Counsel
6 have advanced many thousands of dollars in costs while deferring all payment of fees, with no
7 guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting
8 significant firm resources to prosecution of this matter.

9 106. PAGA Counsel believe the Settlement an exceptional result that will be well-
10 received by Aggrieved Employees.

11 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
12 **COSTS**

13 107. From the Gross Settlement Amount, PAGA Counsel further request reimbursement
14 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
15 litigation, in the amount of \$12,247.14.

16 108. To date, PAGA Counsel has incurred \$11,647.14 in costs.

17 109. PAGA Counsel anticipates incurring an additional \$600.00 in costs to file and serve
18 this motion, but the Settlement provides for a reimbursement of litigation costs of up to \$13,000.00.

19 110. As such, counsel is requesting a cost reimbursement of \$12,247.14, accounting for
20 the anticipated costs associated with filing the instant Motion.

21 111. All of the requested costs are reasonable in amount and were necessarily incurred by
22 PAGA Counsel in prosecuting this litigation.

23 112. All of these costs have been incurred in the course of this litigation, and all costs
24 advanced have already been paid by PAGA Counsel, with the exception of the anticipated cost of
25 filing the present motion.

26 113. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
27 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
28 should approve the request for reimbursement in the amount of \$12,247.14.

1 **PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

2 114. The Settlement calls for an enhancement payment of \$5,000.00 to the named
3 Plaintiff, to be paid from the Gross Settlement Amount.

4 115. The time spent by Cristina Guzman includes identifying competent counsel,
5 providing information to PAGA Counsel regarding Plaintiff's relevant employment experiences,
6 compiling documents, meeting with PAGA Counsel frequently to discuss the status of the case and
7 the theories of liability, reviewing settlement documents, and making herself available for a full day
8 of deposition and mediation.

9 116. PAGA Counsel considers this to be a fair and reasonable enhancement.

10 117. The enhancement takes into consideration the time, effort, risks, and expense
11 incurred by Plaintiff in coming forward to litigate this matter on behalf of the Aggrieved Employees.

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

13 **AGENCY**

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

19 **EXHIBITS**

20 119. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed PAGA
21 Settlement Agreement.

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

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

26 122. Attached hereto as Exhibit "4" is a true and correct copy of the 2023-2024 Adjusted
27 Laffey Matrix.

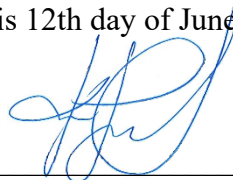
28 123. Attached hereto as Exhibit "5" is a true and correct copy of the KINGSLEY SZAMET

1 & LY costs ledger reflecting costs incurred in this matter.

2 124. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission
3 to the LWDA as referenced in paragraph 118 above.

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

6 This declaration was executed this 12th day of June, 2024, in Altadena, California.



7
8
9 _____
Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff CRISTINA GUZMAN (“Plaintiff”) and defendant RANDSTAD US, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *CRISTINA GUZMAN, an individual, on behalf of herself and others similarly situated, PLAINTIFF, v. RANDSTAD US, LLC; and DOES 1 thru 50, inclusive, DEFENDANTS*, Case No. 21CV380800 initiated on April 28, 2021 and pending in Superior Court of the State of California, County of Santa Clara.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all persons who are employed or have been employed as an hourly employee by RANDSTAD US, LLC, in the State of California who were assigned to work at Advoque during the Release Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Santa Clara.
- 1.8. “Defense Counsel” means SEYFARTH SHAW LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after

notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

- 1.10. "Enhancement Payment" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.
- 1.11. "Gross Settlement Amount" means \$140,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the Release Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Settlement Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Counsel Litigation Expense Payment, Enhancement Payment, and the Administration Expenses Payment. The LWDA PAGA Payment will be 75% of the Net Settlement Amount. The remaining 25% of the Net Settlement Amount will be distributed to the PAGA Members as Individual PAGA Payments. The Net Settlement Amount is the maximum amount that shall be available for distribution to and on behalf of PAGA Members for Individual PAGA Payments.
- 1.17. "PAGA Counsel" means KINGSLEY & KINGSLEY, APC, the attorneys representing the Plaintiff in the Action.
- 1.18. "PAGA Counsel Litigation Expenses Payment" mean the amounts for reimbursement of reasonable expenses incurred by PAGA Counsel to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the Release Period.

- 1.20. "PAGA Period" or "Release Period" means the period from April 28, 2020 to March 17, 2024 .
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's April 28, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties (\$113,150.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$28,287.50) and the 75% to LWDA (\$84,862.50) in settlement of PAGA claims.
- 1.24. "Plaintiff" means CRISTINA GUZMAN, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Defendant and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, customers, and assigns, and all of their officers, directors, employees, agents, servants, representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Defendant" means named Defendant RANDSTAD US, LLC.

2. RECITALS.

- 2.1. On April 28, 2021, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action for 1) failure to pay wages and/or overtime under Labor Code §§ 510, 1194, and 1199; 2) failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; and 3) penalties pursuant to Labor Code § 203. On July 2, 2021, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for penalties under Labor Code § 2699, et seq., the Private Attorneys General Act ("PAGA") for Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, and 1199 . The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). However, in light of an existing arbitration agreement, Plaintiff dismissed her class allegations pursuant to California Rule of Court (CRC) 3.770(a), and the Order dismissing the class allegations without prejudice was signed on December 14, 2021. Additionally, Plaintiff filed a dismissal of her individual allegations without prejudice to proceed with the PAGA claim only. The Court issued an

Order dismissing the individual allegations without prejudice on January 14, 2022. Plaintiff submitted her individual claims to arbitration on December 22, 2022. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On January 9, 2024, the Parties participated in an all-day mediation presided over by experienced mediator Brandon McKelvey, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal discovery, Plaintiff's personnel records and extensive time and pay data relevant to both Plaintiff and the aggrieved employees.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than Plaintiff's individual arbitration.

3. MONETARY TERMS.

- 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$140,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. **To PAGA Counsel (Litigation Expenses Payment):** A PAGA Counsel Litigation Expenses Payment of not more than of not more than \$13,000. Defendant will not oppose this request for Court approval of this payments provided that it does not exceed this amount. If the Court approves a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Plaintiff and/or PAGA Counsel will file a separate application or motion for PAGA Counsel Fees Payment seeking approval of no more than \$140,000 in attorneys' fees. Defendant will not oppose this request for Court approval of this payments provided that it does not exceed this amount. Under no circumstances will Defendant be required to pay more than \$140,000 in

attorneys' fees. Additionally, the separate request for approval of attorneys' fees will not be based on any finding of a prevailing party, but will be based solely on whether the attorneys' fees requested is reasonable for a settlement of the Released Claims. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Plaintiff: An Enhancement to the Plaintiff of not more than \$5,000.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. To the extent the Enhancement Payment is less or the Court approves payment less than \$5,000.00, the Enhancement Payment will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Payment. In addition, the Plaintiff shall enter into a separate Individual Settlement and Release Agreement to settle her individual claims.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,850.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,850.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$113,150.00 to be paid from the Gross Settlement Amount, with 75% (\$84,862.50) allocated to the LWDA PAGA Payment and 25% (\$28,287.50) allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by dividing the total number of pay periods worked by each PAGA Member in the PAGA Period by the total number of pay periods worked by all PAGA Members in the PAGA Period, multiplied by the 25% of the Net Settlement Amount allocated to PAGA Members. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 981 Aggrieved Employees who worked a total 6,359 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days after the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Enhancement Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a

replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date, provided the original check has not been cashed.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All 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 any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, during the Release Period irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The released claims include, but are not limited to, PAGA claims based on any alleged failure to pay wages and/or overtime, failure to provide meal periods, or failure to pay wages timely upon termination of employment.

5.2 Plaintiff's Release. In addition to the foregoing release, Plaintiff shall separately execute a general release of all claims (the "Individual Settlement Agreement").

5.3 Release by PAGA Counsel:

PAGA Counsel release, on behalf of themselves and their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the PAGA Notice during the Release Period.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 981 Aggrieved Employees who worked 6,359 Pay Periods during the Release Period.

This representation is a material term of this PAGA Settlement Agreement. To the extent that the number of estimated pay periods, as represented by Defendant, increases by more than 10%, Defendant will have the option to either (1) increase the Gross Settlement amount on a proportional basis equal to the percentage increase in the pay periods above the 10% (i.e., if there is a 11% increase in the number pay periods during the Release Period, Defendant will agree to increase the Gross Settlement Amount by 1%) or (2) roll back the Release Period to end on a date before the number of pay periods exceeds 10%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, through their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, with the exception of the Individual Settlement Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.2 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.3 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.4 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.5 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this

Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.6 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.7 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.8 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.9 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.10 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.11 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kingsley & Kingsley, APC
Eric B. Kingsley
Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Defendant:

Daniel C. Whang
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067

Elizabeth J. MacGregor
SEYFARTH SHAW LLP
560 Mission Street, 31st Floor
San Francisco, CA 94105

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, the time to bring a case

to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

Plaintiff

Dated: April 17, 2024

DocuSigned by:


CRISTINA GUZMAN

Defendant

Dated: 4/30/2024



RANDSTAD US, LLC

Dated: April 25, 2024

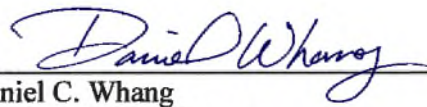
KINGSLEY & KINGSLEY, APC

By: 

Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
Attorneys for Plaintiff and all aggrieved employees

Dated: 4/30/2024

SEYFARTH SHAW LLP

By: 

Daniel C. Whang
Elizabeth J. MacGregor
Attorneys for Defendant RANDSTAD US, LLC

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
1											
2											
3											
4											
5											
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	\$575	\$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 Coie	\$805	\$205	\$500	\$145						

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

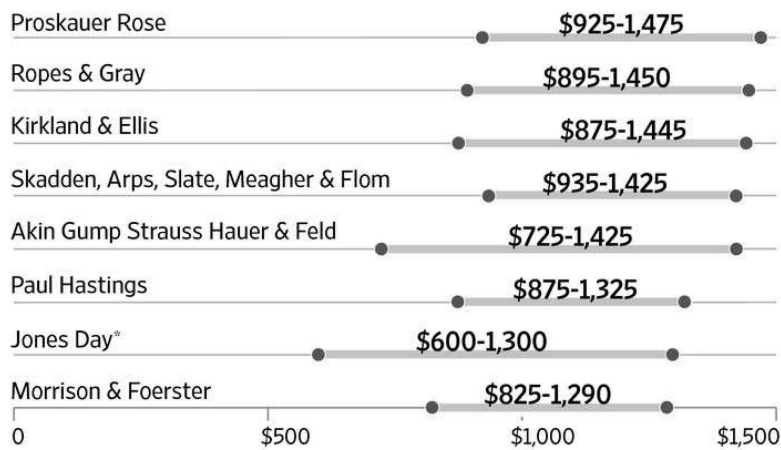
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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[Home](#)

			Years Out of Law School *				
Year	Adjust mt Fact or**	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
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6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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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)

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

Randstad US, LLC and Advoque adv. Guzman, Cristina

Cristina Guzman •

Historic Cost

\$11,647.14

Filing Fee

\$21.28*Created: 5/9/2024 at 12:24 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/20/2024

Payee

One Legal

Description

OLINV#05936389 Randstad 4.20.24

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Filing Fee

\$51.48*Created: 5/7/2024 at 3:20 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/18/2024

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Postage Cost

\$5.80*Created: 5/7/2024 at 1:41 PM*[↑ Jump to Top](#)

Trialworks TaskCode

Postage Cost

Payee

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Date Incurred

4/15/2024

Notes

PAGA + Individual SA

Filing Fee**\$51.48***Created: 2/27/2024 at 1:53 PM***Trialworks TaskCode**

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Date Incurred

1/31/2024

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Date Incurred

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Veritext

Description

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Docs

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Date Incurred

10/11/2023

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McKelvey Resolution

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Mediation paid 10.11.23**Docs**

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Postage Cost

Date Incurred

8/10/2023

Payee

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Copies

Date Incurred

12/22/2022

Payee

Paper Cut

NotesCopies of Demand for Arb before AAA for mailing to
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Date Incurred

12/22/2022

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Date Incurred

12/1/2022

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Date Incurred

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Date Incurred

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Date Incurred

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Date Incurred

12/15/2021

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Trialworks TaskCode

Costs

Description

Courtcall

Date Incurred

12/2/2021

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HD: 12/8/21

Payee

Courtcall

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Date Incurred

11/22/2021

Docs OLINV#03682419 Rand 11.22.21.pdf ▼**Payee**

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Date Incurred

11/22/2021

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Date Incurred

8/9/2021

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Date Incurred

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Courtcall

Date Incurred

8/4/2021

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Courtcall

Description

Courtcall

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Date Incurred

7/2/2021

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7/2/2021

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Date Incurred

5/19/2021

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Date Incurred

5/19/2021

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filing fee

Date Incurred

5/6/2021

Payee

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filing fee

Date Incurred

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Trialworks TaskCode

One Legal Filing

Date Incurred

4/28/2021

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filing fee

Date Incurred

4/28/2021

Payee

LWDA

Description

Thank you for submission of your PAGA Case. receipt for filing of PAGA

Docs

Thank you for submission of your PAGA Ca... ▼

*Created: 6/29/2021 at 12:49 PM***\$39.12****Description**

OLINV#03299566 Randstad 5.19.21

Postage Cost**\$1.20***Created: 5/7/2021 at 8:53 AM*

**(Proof of Submission to Labor and
Workforce Development Agency)**

EXHIBIT "6"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On June 21, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Elizabeth J. MacGregor
emacgregor@seyfarth.com
SEYFARTH SHAW LLP
560 Mission Street, 31st Floor
San Francisco, California 94105

Daniel C. Whang
dwhang@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067

SEYFARTH SHAW LLP
Jeffrey A. Nordlander
jnordlander@seyfarth.com
400 Capitol Mall, Ste 2350
Sacramento, CA 95814-4428

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

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

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

Executed on June 21, 2024, at Woodland Hills, California.


Michelle Tanzer