

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

Attorneys for Plaintiff and the Proposed Class

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

WENDY CERON VENTURA, an individual,
on behalf of herself and others similarly
situated,

PLAINTIFF,

v.

MEDICAL LINEN SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-03233

[Case Assigned for All Purposes to Hon.
Robert D. Foiles in Dept. 21]

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

*[Filed concurrently with Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of Wendy
Ceron Ventura and Lluvia Islas of ILYM
Group, Inc., and [Proposed] Order and
Judgment Thereon]*

Date: May 5, 2023

Time: 2:00 P.M.

Dept.: 21

Complaint Filed:	June 10, 2021
FAC Filed:	August 16, 2021
Trial Date:	None Set

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

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

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

5. Medical Linen Service, Inc. provides linen and uniform services for a variety of needs including, but not limited to, restaurants, country clubs, health care facilities, hotels, and special events.

7. On June 10, 2021, Plaintiff filed a Class Action Complaint in the Action. On August 16, 2021, Plaintiff filed a First Amended Complaint (“FAC”), adding the PAGA claim

1 based on the facts alleged in the PAGA Letter.

2 8. The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or
3 Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks
4 Pursuant to Labor Code §§ 226.7 and 512; (3) Minimum Wage Deficits in Violation of Labor Code
5 §§ 1194, 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5; (4) Violation of Labor
6 Code § 221; (5) (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of
7 Business & Professions Code § 17200; and (7) Penalties Pursuant to Labor Code § 2699, et seq.

8 **THE DISCOVERY PROCESS**

9 9. After the matter was at issue, the Parties began to engage in informal discovery to
10 understand the nature of the allegations and the scope of potential liability.

11 10. Defendant provided Plaintiff's counsel with pertinent data for the Class Members
12 so that the Parties could fully- investigate the claims at issue and understand their strengths and
13 weaknesses.

14 11. On March 29, 2022, the Parties attended a full-day mediation with experienced
15 mediator Steven J. Rottman, Esq. With the assistance of the mediator, and subject to confirmatory
16 discovery, the Parties reached a settlement, as provided herein, to settle Plaintiff's claims on a
17 class-wide and representative basis.

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

23 13. Based on their own independent investigation and evaluation, Class Counsel is of
24 the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
25 interest of the settlement classes in light of all known facts and circumstances, including the risk
26 of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
27 representative action trial on the merits, and numerous potential appellate issues. Although

1 Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of
2 litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle,
3 compromise and discharge all disputes and claims arising from or relating to the Action on the
4 terms set forth here.

5 **PRELIMINARY APPROVAL**

6 14. On August 17, 2022, the Court issued an Order preliminarily approving the
7 settlement in this case, approving the proposed Class Notice, ordering that the Settlement
8 Administrator send notice to the Settlement Class, and setting a date for the Final Approval and
9 Fairness Hearing.

10 **SETTLEMENT**

11 15. For purposes of settlement, the Class is defined as: “all persons who are employed
12 or have been employed as an hourly employee by Defendant in the State of California during the
13 Covered Period.” (“Class Members” or “Settlement Class Members”)

14 16. The Covered Period is the period from June 10, 2017 to April 28, 2022.

15 17. As of March 29, 2022 (the date of mediation), and based on documents and other
16 information produced by Defendant, there are approximately 500 Settlement Class Members.

17 18. As detailed fully in the Settlement, the Settlement provides for Defendant to pay a
18 Gross Settlement Amount of \$500,000.00, which includes the sum of the Individual Settlement
19 Amounts, the Class Representative service award, the Class Counsel Award, PAGA Payment, and
20 the Settlement Administration Costs.

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

24 **CLASS NOTICE**

25 20. The Court approved the proposed Class Notice and directed the mailing of the
26 Notice by first-class mail to Settlement Class Members in accordance with the proposed
27 implementation schedule.

1 32. Plaintiff contends that she and the Class Members were forced to work on a regular
2 and consistent basis without receiving compensation for all hours worked at the proper rate.

3 33. While Plaintiff is confident that certification of the wage and overtime claims is
4 appropriate, at the same time, it cannot be ignored that there are significant risks associated with
5 moving forward and attempting to certify the wage and overtime claim.

6 34. Most importantly, though the Court may find that Plaintiff's wage and overtime
7 claim is certifiable, the monetary damages are small because Plaintiff acknowledges that dispute
8 as to rounding with be relatively small in terms of a total monetary amount as it is limited to a few
9 minutes of time per shift.

10 35. If litigation continued, it is anticipated extensive discovery would be necessary to
11 support Plaintiff's contention, including through further written discovery and depositions of
12 Defendant's person(s) most knowledgeable. As such, Plaintiff could not attribute full value to this
13 claim in the negotiations.

14 **The Risks Associated with the Meal Period Claim**

15 36. Plaintiff contends that Defendant failed to maintain a policy informing Plaintiff and
16 the Class Members of these rights.

17 37. Plaintiff alleges that Defendant failed to authorize Plaintiff and all Class Members
18 to take meal periods for shifts less than 6 or 6.5 hours even though Plaintiff and the Class Members
19 consistently worked shifts over five (5) hours.

20 38. Plaintiff contends Defendant failed to provide Plaintiff and the Class Members with
21 lawful meal periods of not less than thirty (30) minutes within the first (5) hours of work as required
22 by the Labor Code.

23 39. Plaintiff alleged that Defendant automatically deducted thirty (30) minutes from
24 Plaintiff and the Class Members' time records regardless of whether a lawful meal period was
25 taken.

26 40. Defendant maintains that, to the extent that an employee did not take a legally
27 compliant meal period, it was a result of that employee's choice to not do so.

41. While Plaintiff is confident that certification of the meal period class is appropriate, at the same time, it cannot be ignored that there are significant risks associated with moving forward and attempting to certify the meal period claim.

42. Plaintiff must acknowledge that the Court might find that Defendant did in fact maintain an accurate written meal period policy.

43. There was risk that at certification (and trial), Defendant would introduce evidence that employees were regularly advised of the timing of meal periods and did in fact take them.

44. There is significant risk that the Court could have determined that the written meal period policy does comply with California law, and in that scenario, the likelihood that Plaintiff would have been able to certify a meal period class was low if the inquiry devolved into a series of mini-trials to determine whether each individual was in fact provided the opportunity to take a valid meal period on any given day.

45. The extent to which Defendant actually “provided” employees with lawful breaks according to its policy would be highly disputed were the case to have continued, and a discount from the maximum settlement value of this claim was appropriate.

The Risks Associated with the Minimum Wage Claims

46. Plaintiff contends that she and the Class Members consistently performed work for Defendant at or near the California minimum wage rate.

47. Assuming Plaintiff is able to prove the meal period auto-deduct claim allegations and the rounding allegations, Plaintiff contends that she would be able to establish that Defendant deducted Plaintiff's and the Class Members' earned wages, causing the total hourly compensation paid to Plaintiff and the Class Members to continually fall below California's minimum wage.

The Risks Associated with the Waiting Time Penalties Claim

48. Plaintiff contends that Defendant failed to properly pay overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week.

49. The risk analysis for the section 203 claim flows from the risk analysis for the underlying wage claims discussed above.

1 50. If Defendant could prove, as it contends, that class members were properly paid for
2 all hours worked, there would be no recovery of wages and no waiting time penalties that flow
3 therefrom.

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

5 51. Plaintiff discounted the PAGA claim for multiple reasons. First, the aggrieved
6 employees' PAGA claims are derivative of all the foregoing class claims.

7 52. A court has discretion to award less than the maximum penalty.

8 53. The Settlement Class is arguably compensated for these violations in the proposed
9 Settlement, and thus any PAGA recovery for these same violations could be construed as
10 duplicative.

11 54. I believe the Settlement's contemplated PAGA payment of \$10,000.00 is
12 appropriate.

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

14 55. There is significant expense associated with the class certification process, which

15 56. If the Court did eventually certify the class, trial of a case involving approximately
16 500 Settlement Class Members would require the retention of expensive expert witnesses, the
17 accrual of extensive litigation costs, and a significant time overlay by the parties

18 57. Given the complexity and unsettled nature of the issues in this case it is likely that
19 any outcome at trial would have resulted in a lengthy and costly appeal.

20 58. An appeal would result in further delay for the Settlement Class Members who are
21 waiting for a resolution in this matter.

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

23 59. This case has not been certified to be tried as a class action. While Plaintiff believes
24 there is strong evidence to support certification of several possible subclasses, certification is
25 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is
26 always a possibility. In attempting to certify a class, the parties would need to conduct multiple
27 depositions, including of the Class Representative and of several person(s) most knowledgeable

1 regarding Defendant's meal policies. There is a risk for both sides as to what these depositions
2 will reveal and whether they will support class certification to the extent expected.

3 **The Amount Offered in Settlement**

4 60. It was very difficult for the Parties to reach this Settlement of \$500,000.00

5 61. This Settlement is the result of adversarial, non-collusive, and arms-length
6 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
7 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
8 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
9 of an experienced mediator, Steven J. Rottman, Esq. In addition, Plaintiff worked with an expert
10 to evaluate the time and pay records and put together a comprehensive damage model.

11 62. Plaintiff assessed full value of the rounding claim, without any discount, at
12 approximately \$163,060.

13 63. This amount comes from expert review of the data sample which concludes that
14 there were 5,666.4 net underpaid hours due to rounding.

15 64. The full value of the Meal Period claim, without any discount, was assessed at
16 approximately \$1,368,288.

17 65. This amount is comprised of alleged meal period violations in the data for missed,
18 late, what appear to be automatically-deducted meal periods of exactly 30 minutes, and second
19 meal period violations.

20 66. Plaintiff valued the Waiting Time Claim at \$1,325,313.

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

24 68. Plaintiff calculated the value of the PAGA claim at \$346,900.

25 69. The assumes \$100 for the initial violation for each of the 3,469 pay periods at issue
26 during the statutory PAGA period.

27 70. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
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Settlement Class Members' claims was approximately \$3,203,561.

71. One of the main issues addressed at mediation was Defendant's financial status.

72. As a result of the pandemic, Defendant argued that its business operations and income were severely impacted which affected its ability to pay a sizeable settlement or, ultimately, a judgment.

73. Prior to executing the Settlement Agreement, Class Counsel reviewed Defendant's financial information and worked with a forensic CPA to confirm the impact that the pandemic had on its business.

74. As a result of the potential solvency issue and all of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount of \$500,000.00 is fair and reasonable.

The Extent of Discovery Completed and Stage of the Proceedings

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

ATTORNEY COMPETENCE

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

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount

of \$475,000 and the court approved the attorneys' fee request of 30%.

c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.

d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.

e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.

f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

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

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

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

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

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

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

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

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

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

- 1 c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
2 filed January 27, 2015) (court granted contested class certification and appointed
3 Kingsley & Kingsley class counsel).
- 4 d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214).
5 contested class certification granted in June 2020.
- 6 e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
7 (BCV-16-102833), contested class certification granted in 2018.
- 8 f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
9 contested class certification granted in June 2020.
- 10 g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
11 contested class certification granted in August 2020.

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

14 **The Prescence of a Governmental Participant**

15 79. There is no governmental participant in this action except, arguably, the LWDA.

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

17 80. This allocation distributes Settlement funds proportionally to each class member's
18 potential damages and should therefore be approved as fair, adequate, and reasonable.

19 **ATTORNEYS' FEE AWARD**

20 81. As detailed fully in the Settlement and set forth above, the Settlement provides for
21 Defendant to create a Gross Settlement Amount of \$500,000.00. From that fund, Plaintiff requests
22 an award of attorneys' fees in the amount of \$166,666.67, or 1/3 of the Gross Settlement Amount
23 created on behalf of members of the Class.

24 82. Class Counsel has borne the entire risk and costs of this litigation during the entire
25 time that it has been pending, all on a pure contingency basis. Through the investment of
26 substantial effort and resources, Class Counsel has secured an outstanding Settlement on behalf of
27 the members of the Settlement Class Member. Defendant vigorously contested liability, the

1 amount of claimed damages, and the propriety of class certification. It is this kind of situation,
2 involving complex issues, that has been recognized as justifying a substantial attorney fee award.

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

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

25 85. There are cases where Class Counsel takes on the extreme risk of attempting to
26 certify a class case, often times turning down class or individual settlement offers that Class
27 Counsel feels are not in the best interest of the class, only to lose class certification and the costs

1 and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services, Inc.*, No.
2 BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
3 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

4 86. When Class Counsel's motions for class certification are denied, Class Counsel
5 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
6 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
7 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
8 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

- 16 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
17 pharmaceutical sales representatives are exempt employees affirmed);
- 18 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
19 court ruling in employer's favor that certain employees can share in mandatory tip
20 pool affirmed);
- 21 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
22 ruling in employer's favor that certain employees can share in mandatory tip pool
23 affirmed);
- 24 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
25 employer's favor approving employer's commission pay plan affirmed) ;
- 26 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
27 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
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employees affirmed);

- f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);
- h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);
- k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);
- l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);
- m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held before the California Supreme Court on January 6, 2020 and a decision was published in March 2020.

88. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing

1 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
2 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located
3 in Orange County, Los Angeles County, San Francisco County, and San Diego County. This
4 survey is attached hereto as Exhibit “2”.

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

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

11 90. Class Counsel’s aggregate amounts to \$89,926.00 (without future hours), which
12 represents 131.20 hours of attorney work on this litigation incurred from its inception through the
13 filing of Plaintiff’s Motion for Final Approval.

14 91. As such, Class Counsel is asking for a multiplier of 1.85.

15 92. The amount of time spent on this case (over 131.20 hours), which culminated in a
16 very favorable proposed Settlement for the Settlement Class Members, is reasonable given the
17 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
18 the litigation, and the exceptional results obtained.

19 93. Class Counsel litigated this action with great efficiency in light of the amount of
20 work required to achieve the Settlement.

21 94. The requested hourly rates in this case range from \$475.00 per hour to \$990.00

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

24 96. Mr. Kingsley is a 26-year attorney with expertise in wage and hour class action
25 lawsuits.

26 97. He has litigated several hundred such cases, including at the appellate level at the
27 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of

1 Appeal.

2 98. He is also a prolific speaker at various seminars on employment law and has
3 contributed to legal publications on employment topics.

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

8 100. My office billed for Eric Kingsley and me for work performed on this case.

9 101. I am a partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts
10 degree, *cum laude*, from the University of California San Diego and received my law degree from
11 UCLA School of Law in 2008, where I was active in the Women's Law Journal and community-
12 based legal clinics. I have been practicing since 2008 and am billed at \$715.00 per hour.

13 102. Ms. Garrett is a former Associate at Kingsley & Kingsley, APC. She left the firm
14 in 2022 and was billed at \$475.00 per hour.

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

23 104. Class Counsel's charged rate are commensurate with the prevailing market rates in
24 Los Angeles County for attorneys of comparable experience and skill handling complex litigation.

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

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

107. Finally, Class Counsel's rates are in line with (actually below) the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$997, a reasonable rate for an attorney with 14 years of experience, such as Ms. Szamet is \$829, and a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Garrett is \$508. A true and correct copy of the 2022-2023 Adjusted Laffey Matrix is attached hereto as Exhibit "4".

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

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	13.2	\$990.00	\$13,068.00
Kelsey M. Szamet	86.7	\$715.00	\$61,990.50
Shannen Garrett	31.3	\$475.00	\$14,867.50
KINGSLEY TOTAL ATTORNEYS' FEES	131.20		\$89,926.00¹

109. Kingsley & Kingsley, APC has spent significant time 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;

¹ The Total Attorneys' Fees does not include Class Counsel anticipated 5-10 hours of future time to handle the final approval hearing in July and to oversee the administration process.

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

110. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 1.85.

111. I believe the request for attorneys' fees in the amount of \$166,666.67 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

112. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary

1 Approval of Settlement and will be discussed in Plaintiff's forthcoming Motion for Final Approval
2 of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to
3 litigate tenaciously. There are genuine issues in dispute.

4 113. Class Counsel are skilled wage and hour practitioners with decades of experience
5 who diligently prepared and litigated this matter as discussed.

6 114. To achieve the ultimate result in this case, Class Counsel had to incur substantial
7 risk and expense, and were precluded from taking other fee generating employment for 131.2 hours
8 of attorney time.

9 115. This matter had been handled purely on a contingency fee basis and Class Counsel
10 have advanced many thousands of dollars in costs while deferring all payment of fees, with no
11 guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting
12 significant firm resources to prosecution of this matter.

13 116. Class Counsel believe this is an exceptional result that has been well received by
14 Settlement Class Members.

15 **ATTORNEY COSTS**

16 117. In addition to their request for fees, Class Counsel further request reimbursement
17 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with
18 this litigation, in the amount of \$16,939.85.

19 118. To date, Kingsley & Kingsley has incurred \$16,939.85 in costs. I anticipate we
20 will spend another \$300-400 in costs in connection with the filing of this Motion and to see this
21 matter through to completion.

22 119. However, pursuant to the Settlement, Class Counsel shall not seek an amount in
23 excess of \$17,000.00 for litigation costs.

24 120. As such, Class Counsel is requesting a cost reimbursement of \$17,000.

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

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

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

123. Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class Representative Wendy Ceron Ventura for her work on behalf of the Settlement Class.

124. The time spent by Wendy Ceron Ventura is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with Settlement Class Members as needed; remaining available for a full-day of mediation; and responding promptly to Class Counsel's communications regarding settlement.

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

126. Class Counsel considers this to be a fair and reasonable enhancement. The enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in coming forward to litigate this matter on behalf of all Settlement Class Members. Plaintiff will provide a detailed declaration with the Final Approval Motion detailing her participation and further justification for the enhancement.

127. Plaintiff Ceron Ventura was also at risk of for paying Defendant's legal fees and costs in the event that Defendant prevailed at trial.

128. The Settlement Class has benefited from Ms. Ceron Ventura's action in stepping forward on their behalf to bring this lawsuit.

129. Further, the Class Notice disclosed the enhancement award. (See Settlement Agreement Ex. 1 [class notice], p. 4.)

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

131. Under the circumstances, a representative payment of \$5,000.00 is justified and the Court should award this payment to Wendy Ceron Ventura from the Gross Settlement Fund as provided in the Settlement Agreement.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT

AGENCY

132. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "6".

EXHIBITS

133. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Joint Stipulation of Class Action Settlement and Release of Claims that was preliminary approved by this Court on August 17, 2022.

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

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

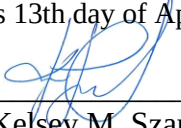
136. Attached hereto as Exhibit "4" is a true and correct copy of the 2022-2023 Adjusted Laffey Matrix.

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

138. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 132 above.

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

This declaration was executed this 13th day of April, 2023, in Altadena, California.



Kelsey M. Szamet

EXHIBIT "1"

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
SHANNEN T. GARRETT, Esq. (SBN 316248)
shannen@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the proposed class members

ALEXANDER HERNAEZ, ESQ. (SBN 201441)
ahernaez@foxrothschild.com
CODY STROMAN, ESQ. (SBN 303413)
codystroman@foxrothschild.com

FOX ROTHSCCHILD LLP
345 California Street, Suite 2200
San Francisco, CA 94104
Telephone: (415) 364-5540
Facsimile: (415) 391-4436

Attorneys for Defendant, Medical Linen Service, Inc.

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

WENDY CERON VENTURA, an individual,
on behalf of herself and others similarly
situated

PLAINTIFF,

v.

MEDICAL LINEN SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-03233

[Case Assigned for All Purposes to Hon.
Robert D. Foiles in Dept. 21]

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

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into by
2 and between Plaintiff WENDY CERON VENTURA, individually and on behalf of the Settlement
3 Class and the State of California, as a private attorney general, on the one hand, and Defendant
4 Medical Linen Service, Inc. on the other hand.

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

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” means the civil action filed in the Superior Court of the State of
12 California for the County of San Mateo, entitled *WENDY CERON VENTURA, an individual, on*
13 *behalf of herself and others similarly situated, Plaintiff v. MEDICAL LINEN SERVICE, INC., and*
14 *Does 1 thru 50, inclusive, Defendants*, Case No. 21-CIV-03233 filed on June 10, 2021.

15 **2. Class Counsel**

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

18 **3. Class Counsel Award**

19 “Class Counsel Award” means the attorneys’ fees sought by Class Counsel and approved
20 by the Court for Class Counsel’s litigation and resolution of this Lawsuit, and all out-of-pocket
21 expenses and legal costs incurred in connection with this Lawsuit that are sought by Class Counsel
22 and approved by the Court.

23 **4. Class Information**

24 “Class Information” or “Class Data” means information regarding Settlement Class
25 members that Defendant will in good faith compile from their records and provide to the
26 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include:
27 each Settlement Class Member’s full name; last known address; last known home telephone
28

number; social security number; dates of employment, and Compensable Work Weeks.

5. Class Members or Settlement Class Members

“Class Members” or “Settlement Class Members” means all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period.

6. Covered Period

“Covered Period” means the period from June 10, 2017 to April 28, 2022.

7. Class Representative

“Class Representative” means Plaintiff WENDY CERON VENTURA.

8. Class Representative Enhancement/General Release Award

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

9. Compensable Work Weeks

“Compensable Work Weeks” means an estimate of the number of weeks in which Settlement Class Member(s) performed work for Defendant in the State of California during the Covered Period based on Defendant’s records. This information shall be included in the Class Information.

10. Complaint

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

11. Court

“Court” means the Superior Court for the County of San Mateo, State of California.

12. Defendant

“Defendant” means Defendant Medical Linen Service, Inc.

13. Defense Counsel

“Defense Counsel” means counsel for Defendant, Fox Rothschild LLP.

1 **14. Effective Date**

2 “Effective Date” of the Settlement means the date on which the Court’s order granting
3 Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the
4 following events: (i) if no timely objections are filed, or are withdrawn prior to final approval, the
5 date upon which the Court enters an order granting final approval of the Settlement; or (ii) if timely
6 objections are filed and not withdrawn, the latest of the following events: (a) when the period for
7 filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without
8 any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other
9 appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no
10 right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has
11 upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it
12 is the intention of the parties that the Settlement shall not become effective until the Court’s order
13 approving the Settlement is completely final. For purposes of clarity, the Effective Date cannot
14 occur, and Defendant will not be obligated to fund this Settlement or pay the Gross Settlement
15 Amount, until and unless there is no possibility of an appeal or further proceeding that could
16 potentially prevent this Settlement from becoming effective, final and binding.

17 **15. Employer’s Payroll Taxes**

18 “Employer’s Payroll Taxes” means the employer’s share of California Unemployment
19 Insurance tax, California Employment Training Tax, the federal Old Age, Survivors, and
20 Disability Insurance tax, the federal Medicare hospital insurance tax, and the Federal
21 Unemployment Tax Act tax owed by Defendant on the wage portion of each Individual Settlement
22 Amount.

23 **16. Final Approval Hearing**

24 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
25 reasonableness, and adequacy of the Settlement.

26 **17. Final Approval Order**

27 “Final Approval Order” means the proposed order granting final approval of the Parties’
28

1 settlement.

2 **18. Final Judgment**

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

8 **19. Gross Settlement Amount**

9 “Gross Settlement Amount” means \$500,000.00 to be paid by Defendant in full settlement
10 of the Released Claims, and includes without limitation the Class Counsel Award, Class
11 Representative Enhancement/General Release Award, Individual Settlement Amounts, PAGA
12 Payment, and Settlement Administrator Costs, and all other payments, fees, disbursements, costs,
13 taxes, or expenses of any kind, except that Defendant shall also pay the Employer’s Payroll Taxes.
14 The Gross Settlement Amount shall include the employee’s share of payroll taxes, but not the
15 Employer’s Payroll Taxes. In no event will Defendant be liable for more than the Gross Settlement
16 Amount except as explicitly set forth herein.

17 **20. Individual Settlement Amount**

18 “Individual Settlement Amount” means each Participating Settlement Class Member’s
19 respective share of the Net Settlement Amount based upon the Participating Settlement Class
20 Member’s Compensable Work Weeks.

21 **21. LWDA**

22 “LWDA” means the California Labor and Workforce Development Agency.

23 **22. Net Settlement Amount**

24 “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining
25 after deduction of the Class Counsel Award, Class Representative Enhancement/General Release
26 Award, payment to the LWDA, and Settlement Administrator Costs, each as approved and
27 awarded by the Court, from the Gross Settlement Amount.

1 **23. Notice of Class Action Settlement**

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

8 **24. Notice of Objection**

9 “Notice of Objection” means a Class Member’s valid and timely written objection to the
10 Settlement Agreement. For the Notice of Objection to be valid, it must be signed by the Settlement
11 Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of
12 employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the
13 Settlement Class Member intends to appear at the final approval hearing and postmarked on or
14 before the Response Deadline.

15 **25. PAGA**

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

18 **26. PAGA Letter**

19 “PAGA Letter” refers to the letter submitted by Plaintiff to the LWDA on or around June
20 10, 2021.

21 **27. PAGA Payment**

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

23 **28. Participating Settlement Class Members**

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

26 **29. Parties**

27 “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
28

1 Plaintiff or Defendant, individually.

2 **30. Payment Ratio**

3 “Payment Ratio” means the respective Compensable Work Weeks during which a
4 Participating Class Member worked, in proportion to the aggregate number of Compensable Work
5 Weeks worked by all Settlement Class members.

6 **31. Plaintiff**

7 “Plaintiff” means Plaintiff WENDY CERON VENTURA.

8 **32. Preliminary Approval Date**

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

12 **33. Released Claims**

13 “Released Claims” means any and all claims, debts, liabilities, demands, obligations,
14 penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of
15 whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or
16 that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure
17 to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to
18 Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Minimum Wage Deficits in
19 Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5;
20 (4) Violation of Labor Code § 221; (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6)
21 Violation of Business & Professions Code § 17200, and (7) Penalties Pursuant to Labor Code §
22 2698, et seq. based upon the underlying Labor Code violations pled in the operative complaint.

23 **34. Released Parties**

24 “Released Parties” means Defendant and any of its former and present or any of its current
25 or past predecessors, successors, affiliates, subsidiaries, parent companies, employees, insurers,
26 agents, consultants, legal representatives, and any other related entities, and each of their past,
27 present and future officers, shareholders, owners, members, directors, partners, agents, managers,
28

1 lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and
2 underwriters.

3 **35. Request for Exclusion**

4 “Request for Exclusion” means a valid and timely letter submitted by a Class Member
5 indicating a request for that Class Member to be excluded from the settlement. The Request for
6 Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone
7 number, and the last four digits of the social security number of the Class Member requesting
8 exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement;
9 (d) be returned by fax or mail to the Settlement Administrator at the specified address and/or
10 facsimile number for the Settlement Administrator; and (e) be postmarked or faxed to the
11 Settlement Administrator on or before the Response Deadline. The date of the fax or postmark on
12 the return mailing envelope will be the exclusive means to determine whether a Request for
13 Exclusion has been timely submitted. A Class Member who does not timely request exclusion
14 from the settlement will be deemed a Participating Settlement Class Member and will be bound
15 by all terms of the Settlement, if the Settlement is granted final approval by the Court.

16 **36. Response Deadline**

17 “Response Deadline” means the date sixty (60) days after the Settlement Administrator
18 mails the Notice of Class Action Settlement to Settlement Class members, which is the last date
19 on which Settlement Class members may: (a) submit a Request for Exclusion; (b) file and serve a
20 Notice of Objection; or (c) dispute the information contained in the Notice of Class Action
21 Settlement.

22 **37. Settlement**

23 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
24 this Joint Stipulation of Class Action Settlement and Release of Claims.

25 **38. Settlement Administrator**

26 “Settlement Administrator” means the third-party company that the Parties have jointly
27 selected to be responsible for administering the Settlement. This Settlement Administrator is
28

1 ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the
2 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
3 could create a conflict of interest.

4 **39. Settlement Administrator Costs**

5 “Settlement Administrator Costs” means the costs approved by the Court and payable from
6 the Gross Settlement Amount to the Settlement Administrator for the costs of administering this
7 Settlement, including, but not limited to, opening, maintaining, and closing the Qualified
8 Settlement Fund, printing, distributing, processing and tracking documents for this Settlement
9 including the Notices of Class Action Settlement, Requests for Exclusion, and Notices of
10 Objection, calculating and distributing the Individual Settlement Amount and Net Settlement
11 Amount, calculating the Employer’s Payroll Taxes, tax reporting, handling and redistributing
12 uncashed settlement checks, and providing necessary reports and declarations, and other duties
13 and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The
14 Settlement Administrator Costs will be paid from the Gross Settlement Amount, which are
15 estimated to be up to Sixteen Thousand Dollars and No Cents (\$16,000.00).

16 **II. RECITALS**

17 **1. Class Certification.**

18 The Parties stipulate to class certification for purposes of settlement only. If the Court does
19 not grant final approval of this Settlement, the Parties agree that this stipulation regarding class
20 certification will be void *ab initio* and the Parties will return to a point in litigation prior to the
21 execution of this Agreement. The Parties further agree that certification for purposes of the
22 Settlement is not an admission that class action certification is proper under the standards applied
23 to contested certification motions and that this Settlement Agreement will not be admissible in this
24 or any other proceeding as evidence that either (i) a class action should be certified or (ii)
25 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement’s
26 terms. Defendant expressly reserves its rights to oppose class certification should the Settlement
27 not be finally approved by the Court.

1 **2. Procedural History.**

2 On June 10, 2021, Plaintiff filed a Class Action Complaint in the Action. On August 16,
3 2021, Plaintiff filed a First Amended Complaint (“FAC”), adding the PAGA claim based on the
4 facts alleged in the PAGA Letter.

5 The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or Overtime
6 Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant
7 to Labor Code §§ 226.7 and 512; (3) Minimum Wage Deficits in Violation of Labor Code §§ 1194,
8 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5; (4) Violation of Labor Code § 221;
9 (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions
10 Code § 17200; and (7) Penalties Pursuant to Labor Code § 2699, *et seq.*

11 After the matter was at issue, the Parties began to engage in informal discovery to
12 understand the nature of the allegations and the scope of potential liability. Defendant provided
13 Plaintiff’s counsel with pertinent data for the Class Members so that the Parties could fully-
14 investigate the claims at issue and understand their strengths and weaknesses.

15 On March 29, 2020, the Parties attended a full-day mediation with experienced mediator
16 Steven J. Rottman, Esq. With the assistance of the mediator, the Parties reached a settlement, as
17 provided herein, to settle Plaintiff’s claims on a class-wide and representative basis.

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

27 The Class Representative is represented by Class Counsel. Class Counsel conducted an
28

1 investigation into the facts relevant to the Lawsuit, including reviewing documents and
2 information provided by Defendant. Based on their own independent investigation and evaluation,
3 Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate,
4 and in the best interest of the Settlement Class in light of all known facts and circumstances,
5 including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a
6 class and representative action trial on the merits, and numerous potential appellate issues.
7 Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid
8 the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and
9 forever settle, compromise and discharge all disputes and claims arising from or relating to the
10 Actions on the terms set forth herein.

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

12 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
13 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has
14 also taken into account the uncertainty and risk of the outcome of further litigation, and the
15 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
16 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
17 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
18 damages for the Settlement Class members. Plaintiff and Class Counsel have also taken into
19 account Defendant's agreement to enter into a settlement that confers substantial relief upon the
20 members of the Settlement Class. Based on the foregoing, Class Counsel have concluded that
21 settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair,
22 reasonable, and adequate and is in the best interest of the putative class in light of all known facts
23 and circumstances, including the risk of significant delay, defenses asserted by Defendant,
24 Defendant's financial condition, numerous potential appellate issues, and other risks inherent in
25 litigation.

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

27 Defendant has concluded that any further defense of this litigation would be protracted and
28

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

5. Settlement of Disputed Claims.

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

III. TERMS OF AGREEMENT

1. Release as To All Participating Settlement Class Members.

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

2. General Release of All Claims by Plaintiff

As of the Effective Date, Plaintiff releases the Released Parties from all of the Released Claims during the Covered Period. Plaintiff, for herself and her heirs, successors and assigns, further waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf from the beginning of time through and including the Effective Date, including, but not limited to, any and all tort claims,

1 contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public
2 policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress
3 claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and
4 any and all claims arising under any federal, state or other governmental statute, law, regulation or
5 ordinance, including, but not limited to, claims for violation of the FLSA, the California Labor
6 Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour
7 laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA),
8 the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
9 California Fair Employment and Housing Act, the California Family Rights Act, the Family
10 Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions
11 Code §§17200 et seq., and any and all claims arising under any federal, state or other governmental
12 statute, law, regulation or ordinance ("General Release").

13 Plaintiff stipulates and agrees that, upon the Effective Date, she shall be deemed to have,
14 and by operation of the Court's Final Approval Order, shall have expressly waived and
15 relinquished the provisions, rights and benefits of California Civil Code §1542, or any other similar
16 provision under federal or state law, which provides:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
18 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
19 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
20 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
21 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
22 **THE DEBTOR OR RELEASED PARTY.**

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

1 **3. Tax Liability and Medicare.**

2 The Parties make no representations as to the tax treatment or legal effect of the payments
3 called for hereunder, and Settlement Class members are not relying on any statement or
4 representation by the Parties in this regard. All Individual Settlement Amounts will be allocated
5 as follows: twenty percent (20%) of each Individual Settlement Amount will be allocated as wages
6 and the remaining eighty percent (80%) will be split and allocated as forty percent (40%) interest
7 and forty percent (40%) statutory penalties. The Settlement Administrator will report the portion
8 allocated to wages on an IRS Form W-2 and shall make appropriate tax withholdings from the
9 portion allocated to wages, and shall report the portion allocated to interest and statutory penalties
10 on an IRS Form-1099. The wages portion of each Individual Settlement Amount shall be subject
11 to all required payroll taxes and deductions, as well as other required deductions for garnishments,
12 tax liens, or child support. The employee's share of payroll taxes and withholdings shall be
13 deducted from each Participating Settlement Class Member's Individual Settlement Amount. The
14 statutory penalties and interest portion of each Individual Settlement Amount shall be reported on
15 a Form 1099 issued to each Participating Settlement Class Member. The Settlement Administrator
16 will be responsible for issuing to Plaintiff, Participating Settlement Class Members, and Class
17 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
18 to this Agreement. The Settlement Administrator will also be responsible for forwarding all payroll
19 taxes and penalties to the appropriate government authorities. Plaintiff, Class Counsel, and
20 Participating Settlement Class Members shall be solely responsible for all taxes associated with
21 the Individual Settlement Amounts, Class Counsel Award, and Class Representative
22 Enhancement/General Release Award. Participating Settlement Class Members, Class Counsel,
23 and Plaintiff understand and agree that they will be responsible for the payment of taxes and
24 penalties assessed on the payments described herein and will hold the Parties free and harmless
25 from and against any claims resulting from treatment of such payments as non-taxable damages,
26 including the treatment of such payment as not subject to withholding or deduction for payroll and
27 employment taxes. Moreover, this Agreement is based upon a good faith determination of the
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Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. Plaintiff warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

4. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

5. Preliminary Approval of Settlement.

Plaintiff, by way of regularly noticed motion pursuant to California Rule of Court ("CRC") 3.769(c), will seek Preliminary Approval of the Settlement and the entry of a Preliminary Approval

1 order for: (i) appointing Class Counsel, Class Representative, and the Settlement Administrator,
2 (ii) conditionally certifying the Class Members for settlement purposes only, (iii) preliminary
3 approving the terms of the Settlement, subject to the Court approving the amount of the Class
4 Counsel Award, Class Representative Enhancement/General Release Award, and Settlement
5 Administrator Costs at the final approval / settlement fairness hearing, (iv) scheduling a final
6 approval / settlement fairness hearing, (v) ordering the Parties to administer the Settlement; (vi)
7 approving the Notice of Class Action Settlement to be sent to all Class Members; and (vii)
8 enjoining Class Members from filing or prosecuting any claims, suits, or administrative
9 proceedings regarding the Released Claims from the time the Notices of Class Action Settlement
10 are mailed to Class Members until such Class Members have filed valid Requests for Exclusion
11 with the Settlement Administrator. The motion for Preliminary Approval will attach as exhibits:
12 (i) the Settlement Agreement, and (ii) the Notice of Class Action Settlement; and (iii) proof of
13 submission of the proposed Settlement to the LWDA pursuant to Labor Code section 2699(1)(2).
14 The motion for Preliminary Approval will be supported by admissible evidence, in the form of
15 declarations of Class Counsel, that address the potential value of each claim being settled, the
16 value of other forms of relief, and the allocation of the Individual Settlement Amounts between
17 wages and non-wages, all as sufficient to satisfy the standard set forth in *Kullar v. Foot Locker*
18 *Retail, Inc.*, 168 Cal. App. 4th 116 (2008). Class Counsel will be responsible for drafting all
19 documents, pleadings and declarations necessary to obtain Preliminary Approval, including a
20 Proposed Order Granting Preliminary Approval that includes the requisite “recital,” “finding,” and
21 “order” language and adequate information to provide clear instructions to the Settlement
22 Administrator, and that attaches the Notice of Class Action Settlement.

23 **6. Settlement Administrator.**

24 Within fourteen (14) days of the Court granting preliminary approval of this Agreement,
25 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
26 mailing the Notice of Class Action Settlement to the Settlement Class Members. No later than
27 three (3) days after receipt of the Class Information, the Settlement Administrator shall notify
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1 counsel for the Parties that the list has been received and state the number of Settlement Class
2 Members.

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

4 Upon receipt of the Class Information, the Settlement Administrator will perform a search
5 based on the National Change of Address Database or any other similar services available to update
6 and correct any known or identifiable address changes. Within fourteen (14) days of receipt of the
7 Class Information, the Settlement Administrator shall mail copies of the Notice of Class Action
8 Settlement to all Settlement Class members via regular First-Class U.S. Mail. The address
9 identified by the Settlement Administrator as the current mailing address shall be presumed to be
10 the best mailing address for each Settlement Class Member.

11 **8. Undeliverable Notices.**

12 Any Notice of Class Action Settlement returned to the Settlement Administrator as
13 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding
14 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
15 promptly make one attempt to determine a correct address by use of skip-tracing, or other search
16 using the name, address and/or social security number of the Settlement Class Member whose
17 notice was undeliverable, and shall then perform a single re-mailing within five (5) days of
18 receiving notice that a notice was undeliverable. Settlement Class Members who receive a re-
19 mailed Notice of Class Action Settlement shall have their Response Deadline extended an
20 additional fifteen (15) days from the original Response Deadline.

21 **9. Disputes Regarding Individual Settlement Amounts.**

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

10. Disputes Regarding Administration of Settlement.

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

11. Exclusions.

Any Class Member wishing to opt out from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that their or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

1 If a Class Member responds to a cure letter by filing a defective Request for Exclusion, then the
2 Settlement Administrator will have no further obligation to give notice of a need to cure and the
3 Request for Exclusion will be deemed not valid. Settlement Class Members who fail to submit a
4 valid and timely Request for Exclusion shall be deemed a Participating Class Member whose
5 rights, claims, and obligations are determined, and who is bound, by all terms of the Settlement,
6 including those pertaining to the Released Claims, and any Final Judgment entered in this Lawsuit
7 if the Settlement is approved by the Court. The Parties expressly acknowledge and agree that any
8 Class Member who does not submit a valid Request for Exclusion pursuant to this Settlement
9 Agreement will be deemed a Participating Settlement Class Member whose rights, claims, and
10 obligations are determined, and who is bound, by all of the terms of this Settlement Agreement,
11 including those pertaining to the Released Claims, as well as any Judgment that may be entered
12 by the Court if it grants final approval to the Settlement, even if such Class Member cashed an
13 Individual Settlement Amount that was issued in error, was not issued an Individual Settlement
14 Amount in error, did not cash his or her Individual Settlement Amount, or failed to receive the
15 Notice of Class Action Settlement. No later than seven (7) calendar days after the Response
16 Deadline, the Settlement Administrator shall certify jointly to Class Counsel and Defense Counsel
17 a complete list of all members of the Settlement Class who have timely submitted a Request for
18 Exclusion.

19 **12. Objections.**

20 To object to the Settlement Agreement, a Class Member must submit a valid Notice of
21 Objection to the Settlement Administrator via U.S. Mail on or before the Response Deadline, or
22 appear in person at the Final Approval Hearing to object in person. The Settlement Administrator
23 will provide copies of any Notice of Objection to counsel for all Parties within three (3) calendar
24 days of receipt. Class Counsel shall submit copies of all Notices of Objection to the Court
25 concurrently with the filing of the motion for final approval of the Settlement. The Notice of
26 Objection must be signed by the Class Member and contain all information required by this
27 Settlement Agreement. The date of mailing on the envelope shall be deemed the exclusive means
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1 for determining that a Notice of Objection was timely received. Class Members who fail to object
2 in the manner specified in the Settlement Agreement will be deemed to have waived all objections
3 to the Settlement and will be foreclosed from making any objections and seeking any adjudication
4 or review, whether by appeal or otherwise, to the Settlement Agreement. Class Members who
5 postmark timely Notices of Objection will have a right to appear at the Final Approval Hearing in
6 order to have their objections heard by the Court. Either of the Parties may file a responsive
7 document to any objection before the Final Approval Hearing. Any attorney who will represent an
8 individual objecting to this Settlement who has not filed a written objection must file a notice of
9 appearance with the Court and serve Class Counsel and counsel for Defendant no later than the
10 Response Period Deadline. Class Counsel shall not represent any Settlement Class members with
11 respect to any such objections.

12 If a Class Member timely submits both a Notice of Objection and a Request for Exclusion,
13 or if a Class Member submits a Request for Exclusion and attempts to appear in person at the Final
14 Approval Hearing to object, the Request for Exclusion will be given effect and considered valid,
15 the Notice of Objection shall be rejected and/or the right to object in person shall be waived, and
16 the Class Member shall not participate in or be bound by the Settlement.

17 **13. No Solicitation of Settlement Objections or Exclusions.**

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

22 **14. Reports Regarding Settlement Administration.**

23 The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly
24 report which certifies: (a) the number of Notices of Class Action Settlement mailed to Class
25 Members returned as undeliverable; (b) the number of returned Notices of Class Action Settlement
26 re-mailed to Class Members; (c) the number of Class Members who have submitted valid Requests
27 for Exclusion; and (d) whether any Class Member has submitted a challenge to any information
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1 contained in their Notice of Class Action Settlement. Additionally, the Settlement Administrator
2 will provide to counsel for both Parties any updated reports regarding the administration of the
3 Settlement Agreement as needed or requested. No later than ten (10) calendar days prior to the
4 final approval hearing, the Settlement Administrator shall provide Defense Counsel and Class
5 Counsel with a declaration attesting to completion of the notice process, including due diligence,
6 proof of mailing, and any attempts to obtain valid mailing addresses for, and the resending of, any
7 returned Notices of Class Action Settlement. This declaration shall be filed with the Court by
8 Class Counsel. Upon completion of the procedures described in the preceding paragraphs, the
9 Parties shall be deemed to have satisfied their obligation to provide notice to the Class Members.
10 Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the
11 Settlement Administrator to provide notice of the Settlement and the final approval hearing.

12 **15. Funding and Allocation of Gross Settlement Amount.**

13 No later than fifteen (15) calendar days after the Effective Date, Defendant shall make a
14 one-time deposit of the Gross Settlement Amount into a qualified settlement account to be
15 established by the Settlement Administrator to fund the Settlement, as set forth in this Agreement.
16 Defendant may elect to deposit the Employer's Payroll Taxes into the qualified settlement account
17 for distribution to the relevant tax authorities.

18 Defendant will not be obligated to make any payments contemplated by this Agreement
19 unless and until the Court enters the Final Approval Order and Final Judgment, and after the
20 Effective Date of the Agreement. Within seven (7) days of the funding of the Settlement, the
21 Settlement Administrator will use the Net Settlement Amount to pay the amounts awarded by the
22 Court for: (a) Individual Settlement Amounts; (b) Class Representative's Enhancement/General
23 Release Award; (c) Class Counsel Award; (d) the PAGA Payment; (e) Settlement Administrator
24 Costs; and (f) employees' share of taxes on the Individual Settlement Amounts. The Gross
25 Settlement Amount is an "all in" maximum amount that shall cover any and all payments and
26 disbursements associated with the Settlement, and Defendant may not be called upon or required
27 to contribute additional monies above the Gross Settlement Amount and the Employer's Payroll
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Taxes under any circumstances whatsoever. Except as provided in this Settlement Agreement, each Party and Class Member shall bear its, his or her own attorneys' fees and costs.

16. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement/General Release Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$287,833.33. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	\$	500,000.00
Class Representative Enhancement/General Release Award:	\$	5,000.00
Class Counsel Fees:	\$	166,666.67
Class Counsel Costs:	\$	17,000.00
PAGA Payment	\$	10,000.00
Settlement Administrator Costs:	\$	16,000.00
		<i>(\$7,500.00 to the LWDA and \$2,500.00 to remain in the Net Settlement Amount)</i>
Net Settlement Amount	\$	287,833.33

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount, which subject to Court approval will include, the Class Counsel Award, Class Representative Enhancement/General Release Award, Individual Settlement Amounts, PAGA Payment, and Settlement Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant. Employer's Payroll Taxes, including but not limited to Defendant's FICA and FUTA contributions, shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

17. Individual Settlement Amounts.

Individual Settlement Amounts will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Amounts shall be

1 mailed by regular First-Class U.S. Mail to each Participating Settlement Class Member's last
2 known mailing address within seven (7) calendar days after Defendant makes the final settlement
3 payment. All Individual Settlement Amounts will be allocated as follows: twenty percent (20%)
4 as wages, forty percent (40%) as interest, and forty percent (40%) as statutory penalties.

5 **18. Individual Settlement Amount Calculations.**

6 Individual Settlement Amounts will be calculated and apportioned from the Gross
7 Settlement Amount on a pro-rata basis based on the Payment Ratio. A Participating Class
8 Member's Individual Settlement Payment will be based on the number of Compensable
9 Workweeks during which s/he worked in proportion to the aggregate number of workweeks
10 worked by all Settlement Class members.

11 Specific calculations of Individual Settlement Amounts will be made as follows:

12 a. Settlement Administrator will calculate the total number of Compensable
13 Work Weeks worked by each Class Member ("Individual Workweeks") and the aggregate
14 total of Compensable Work Weeks worked by all Class Members ("Class Workweeks")
15 during the Covered Period.

16 b. To determine each Participating Settlement Class Member's "Individual
17 Settlement Amount" the Settlement Administrator will use the following formula:
18 Individual Settlement Amount = (Net Settlement Amount ÷ Class Workweeks) x
19 Individual Workweeks for each individual Participating Settlement Class Member.

20 c. The Individual Settlement Amount will be reduced by any and all required
21 deductions for each Participating Settlement Class Member as set forth herein, including
22 all applicable employee-side tax withholdings or deductions. Any such applicable
23 employee-side tax withholdings or other required deductions shall be paid from the Net
24 Settlement Amount.

25 d. In no event shall the total Individual Settlement Amounts to Class Members
26 exceed the Net Settlement Amount. If Compensable Work Week data is not available for
27 any Class Member, that Class Member's total Compensable Work Weeks shall be
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1 calculated using some other reasonable basis determined by Defendant.

2 e. The entire Net Settlement Amount will be disbursed to all Participating
3 Settlement Class Members. If there are any valid and timely Requests for Exclusion, the
4 Settlement Administrator shall proportionately increase the Individual Settlement Amount
5 for each Participating Settlement Class Member according to the number of Compensable
6 Work Weeks worked, so that the amount actually distributed to the Participating Settlement
7 Class Members equals 100% of the Net Settlement Amount.

8 **19. Payment to Class Member.**

9 Checks shall be made payable to each Participating Settlement Class Member for payment
10 of each Participating Settlement Class Member's Individual Settlement Amount as set forth in
11 section III, paragraph 17 of this Agreement.

12 **20. Form of Payment to Class Member.**

13 The Individual Settlement Amount due to each Participating Settlement Class Member
14 shall be paid in the form of a check to each Participating Settlement Class Member.

15 **21. Cy Pres.**

16 After one hundred and eighty (180) days of the mailing of the Individual Settlement
17 Amount checks, funds attributable to unclaimed, uncashed, undeliverable, or expired Individual
18 Settlement Amount checks will be transmitted to the State of California Office of the Controller
19 Unclaimed Property Fund in the name of the Participating Class Members who did not cash his/her
20 Settlement check. The Parties agree to coordinate their efforts to seek Court approval for such an
21 escheatment process of uncashed funds. If, for some reason, the Court does not approve the
22 escheatment of uncashed funds, the Parties agree to proceed pursuant to California Code of Civil
23 Procedure section 384, distribute uncashed funds as described therein, and agree upon the non-
24 profit the Legal Aid Society of San Mateo County as the cy pres designee pursuant to Code of
25 Civil Procedure section 384(b)(3)(C).

26 **22. Class Representative Enhancement/General Release Award.**

27 Plaintiff will request that the Court approve a Class Representative Enhancement/General
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1 Release Award of up to \$5,000.00. In exchange for a general release, Defendant agrees not to
2 oppose the request for the Class Representative Enhancement/General Release Award on the terms
3 set forth in this Settlement Agreement. Subject to Court approval, in exchange for the release of
4 all Released Claims, the general release of claims set forth in this Settlement Agreement, and for
5 her time and effort in bringing and prosecuting this matter, Plaintiff shall be paid a Class
6 Representative Enhancement/General Release Award of up to \$5,000.00. The Class
7 Representative Enhancement/General Release Award shall be paid to Plaintiff from the Gross
8 Settlement Amount within ten (10) calendar days after Defendant makes the final settlement
9 payment. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for her
10 respective Class Representative Enhancement/General Release Award. Plaintiff shall be solely
11 and legally responsible to pay any and all applicable taxes on her Class Representative
12 Enhancement/General Release Award and shall hold harmless Defendant, Defense Counsel, and
13 Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the
14 Class Representative Enhancement/General Release Award. The Class Representative
15 Enhancement/General Release Award shall be in addition to the Plaintiff's Individual Settlement
16 Amount as a Settlement Class Member. Any amount requested by Plaintiff for the Class
17 Representative Enhancement/General Release Award and not granted by the Court shall return to
18 the Net Settlement Amount and be distributed to Participating Settlement Class Members as
19 provided in this Agreement.

20 **23. Class Counsel Award.**

21 Before the final approval and fairness hearing, and with required statutory notice, Class
22 Counsel will move the Court for approval of attorneys' fees in an amount not to exceed thirty-
23 three and one-third percent (33.33%) of the Gross Settlement Amount (\$500,000.00), which
24 amount is presently \$166,666.67. Class Counsel will also move the Court to approve the
25 reimbursement of any out-of-pocket litigation costs or expenses associated with Class Counsel's
26 prosecution of this matter from the Gross Settlement Amount not to exceed \$17,000.00. Class
27 Counsel shall be paid any Court-approved fees and costs on the same day that checks are mailed
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1 to Participating Settlement Class Members. Class Counsel shall be solely and legally responsible
2 to pay all applicable taxes on the payment made pursuant to this paragraph. Class Counsel shall
3 hold Defendant, the Released Parties, and Defense Counsel harmless and indemnify each of them
4 for all taxes, interest, penalties, and costs, including attorneys' fees, incurred by reason of any
5 claims against any of them arising from or relating to the non-withholding of taxes from the Class
6 Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class
7 Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon
8 the Court awarding Class Counsel any particular amount in attorneys' fees and costs. If the Court
9 awards less than the amount of the Class Counsel Award requested by Class Counsel, the
10 difference shall be included in the Net Settlement Amount and be distributed to Participating
11 Settlement Class Members as provided in this Agreement.

12 **24. Settlement Administrator Costs.**

13 In conjunction with the motion for final approval, Plaintiff will seek an order from the
14 Court authorizing the payment of the Settlement Administrator Costs. The Settlement
15 Administrator will be paid for the Court approved reasonable costs of administration of the
16 Settlement and distribution of payments from the Gross Settlement Amount. The Parties agree to
17 allocate up to \$16,000.00 of the Gross Settlement Amount for Settlement Administrator Costs.
18 The Settlement Administrator shall have the authority and obligation to make payments, credits
19 and disbursements to Settlement Class Members in the manner set forth herein, calculated in
20 accordance with the methodology set out in this Agreement and orders of the Court. The Parties
21 agree to cooperate in the Settlement administration process and to make all reasonable efforts to
22 control and minimize the cost and expenses incurred in administration of the Settlement. The
23 Settlement Administrator shall be paid any Court-approved fees and costs on the same day that
24 checks are mailed to Participating Settlement Class Members.

25 **25. Responsibilities of the Settlement Administrator.**

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

8 **26. Payment to the LWDA.**

9 The Parties have agreed that a total amount of \$10,000.00 from the Gross Settlement
10 Amount will be allocated as the PAGA Payment to the resolution of Class Members' claims arising
11 under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Pursuant to PAGA,
12 seventy-five percent (75%) of the PAGA Payment or \$7,500.00 will be paid to the LWDA and the
13 remaining twenty-five (25%) or \$2,500.00 shall be included in the Net Settlement Amount and
14 distributed to Participating Settlement Class Members.

15 **27. Final Approval Hearing.**

16 Upon expiration of the Response Deadline, with the Court's permission, a final approval
17 hearing shall be conducted to determine final approval of the Settlement along with the amount
18 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative
19 Enhancement/General Release Award; (iii) Individual Settlement Amounts; (iv) the Settlement
20 Administrator Costs; and (v) PAGA Payment. The final approval/settlement fairness hearing will
21 not be held earlier than thirty (30) calendar days after the Response Deadline, or any extensions as
22 set forth in this Settlement Agreement. Class Counsel will be responsible for drafting all
23 documents necessary to obtain final approval, including but not limited to the attorneys' fees and
24 costs application to be heard at the final approval hearing.

25 **28. Final Approval Order and Entry of Final Judgment.**

26 In connection with the motion for final approval of the Settlement by the Court, the Parties
27 will present a Final Approval Order and Judgment to the Court for its approval, pursuant to Rule
28

3.770 of the California Rules of Court, in the form substantially similar to the one attached hereto as Exhibit C. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. After entry of the Final Approval Order and Judgment, pursuant to CRC 3.769(h), the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement. If the Settlement is approved by the Court and not otherwise terminated, the Court will enter a judgment resolving the Action, and bar and permanently enjoin Plaintiff and all Participating Settlement Class Members from participating in any other representative, collective or class action lawsuit against the Released Parties, or any of them, concerning the Released Claims.

29. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and any costs incurred by the Settlement Administrator will be paid equally by the Parties (half by Defendants and half by Class Counsel), unless otherwise specified in this Agreement. To the extent the total number of opt outs exceed 10%, Defendant has the option to nullify this settlement within ten (10) court days of the last day of the response period via a written notice to Plaintiff's counsel. In the event a Party exercises their respective right to terminate this Settlement for any of the events set forth in this Settlement Agreement, causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the party terminating the Settlement. The return of any paid Settlement funds to Defendant shall occur no later than five (5)

1 business days after one or more of the triggering events leading to nullification occurs. In the
2 event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought,
3 administration of the Settlement shall be stayed pending final resolution of the appeal or other
4 appellate review, but any fees incurred by the Settlement Administrator prior to it being notified
5 of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be
6 paid to the Settlement Administrator equally by the Parties (half by Defendant and half by Class
7 Counsel) within thirty (30) days of said notification.

8 **30. Increase in Class Members and/or Compensable Work Weeks.**

9 It was represented to Class Counsel that the Settlement Class is estimated to comprise of
10 500 individuals in the Covered Period. To the extent the number of Class Members in the Covered
11 Period increases beyond 500 by more than 10%, Defendant shall have the option to increase the
12 Gross Settlement Amount by a proportionate amount. For example, if the number of Settlement
13 Class members increases by 7%, Defendant shall have the option to increase the Gross Settlement
14 Amount by 7%. If Defendant elects not to increase the Gross Settlement Amount proportionately,
15 Defendant shall notify Class Counsel of its decision in writing within ten (10) days of receiving
16 the number of Class Members from the Settlement Administrator. Within ten (10) days of receipt
17 of such written notice from Defendant, Plaintiff shall have the option to terminate this Agreement
18 via written notice to Defense Counsel and the Parties will be restored to their positions prior to the
19 Settlement and the Settlement shall be null and void.

20 It was represented to Class Counsel that the Settlement Class is estimated to have 26,136
21 Compensable Work Weeks in the Covered Period. Upon receipt of the Class Data, to the extent
22 the number of Compensable Work Weeks in the Covered Period increases beyond 26,136 by more
23 than 10%, Defendant shall have the option to increase the Gross Settlement Amount by a
24 proportionate amount. For example, if the number of Compensable Work Weeks increases by
25 17%, Defendant shall have the option to increase the Gross Settlement Amount by 17%. If
26 Defendant elects not to increase the Gross Settlement Amount proportionately, Defendant shall
27 notify Class Counsel of its decision in writing within ten (10) days of receiving the number of
28

Compensable Work Weeks from the Settlement Administrator. Within ten (10) days of receipt of such written notice from Defendant, Plaintiff shall have the option to terminate this Agreement via written notice to Defense Counsel and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

31. No Effect on Employee Benefits.

Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, stock purchase plans, sick leave plans, or any other benefit plan ("Benefit Plan")) of Plaintiff or Settlement Class Members. Rather, it is the Parties' intention that this Settlement Agreement will not affect, increase, or decrease any rights, contributions, or amounts to which any Class Members may be entitled under any Benefit Plan independently of the Settlement. All amounts paid to Class Members pursuant to the Settlement shall be deemed to be paid to such Class Members solely in the year in which such payments are sent to the Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Amounts or any other amounts under this Settlement will not entitle any Class Member to additional compensation or benefits under any Benefit Plan, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement Amounts provided for in this Settlement are the sole payments to be made by Defendant to the Participating Settlement Class Members (other than the Class Representative Enhancement/General Release Award made to Plaintiff), and that the Participating Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

32. No Admission by Defendant.

The Parties enter into this Agreement to resolve the disputes that have arisen between them

1 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
2 Defendants do not admit, and specifically denies any and all claims alleged in this Lawsuit and
3 deny all wrongdoing or liability whatsoever. This Agreement is not a concession or admission,
4 and shall not be used against Defendant as an admission or indication with respect to any claim of
5 any fault, concession, or omission by Defendant. Defendant further asserts that, for any purpose
6 other than settlement, the Action is not appropriate for class treatment. Neither this Agreement,
7 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
8 as an admission or concession by Defendant of any such violations or failures to comply with any
9 applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
10 Agreement, this Settlement Agreement and its terms and provisions, nor any ancillary documents,
11 actions, statements, or filings in furtherance of a settlement, shall not be offered or received as
12 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
13 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
14 federal, state, local or other applicable law, for purposes of class or collective certification, or for
15 any other purpose whatsoever.

16 **33. Confidentiality**

17 Plaintiff and Class Counsel will not make any public disclosure of the Settlement, including
18 not holding any press conferences, issue any press releases, initiate any contact with the press,
19 respond to any press inquiry, or have any communication with the press about the fact, amount or
20 terms of the Settlement other than, in response to a media inquiry, direct such inquiries to the
21 public records of the Action on file with the Court. Until the Parties file a motion with the Court
22 seeking Preliminary Approval, Plaintiff and Class Counsel will keep the terms of this Settlement
23 Agreement confidential. At no time shall Plaintiff or Class Counsel characterize the Action or
24 Settlement in a manner that disparages Defendant of its employment practices. Class Counsel will
25 not include or use the Settlement for any marketing or promotional purposes. Class Counsel shall
26 not initiate any contact or other communications with Class Members other than the Court-

1 approved Notice of Class Action Settlement, but may respond to inquiries received from Class
2 Members.

3 **34. Exhibits and Headings.**

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

9 **35. Interim Stay of Proceedings.**

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

13 **36. Amendment or Modification.**

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

16 **37. Entire Agreement.**

17 Apart from the fully executed Memorandum of Understanding, which the Parties
18 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the
19 entire Agreement among these Parties, and no oral or written representations, warranties, or
20 inducements have been made to any Party concerning this Agreement or its Exhibits other than
21 the representations, warranties, and covenants contained and memorialized in the Agreement and
22 its Exhibits. The Parties are entering into this Agreement based solely on the representations and
23 warranties herein and not based on any promises, representation, and/or warranties not found
24 herein.

25 **38. Authorization to Enter into Settlement Agreement.**

26 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
27 whom they represent to negotiate this Agreement and to take all appropriate actions required or
28

permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

39. Binding on Successors and Assigns.

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

40. California Law Governs.

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

41. Counterparts.

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

42. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in

1 connection therewith. All terms of this Agreement are subject to approval by the Court.

2 **43. Invalidity of Any Provision.**

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

6 **44. Destruction of Confidential Documents**

7 Plaintiff and Class Counsel shall, pursuant to the stipulated protective order entered into
8 by the Parties, return or destroy all confidential documents/information and other confidential
9 materials obtained in discovery or otherwise in the Action within 60 days of the Effective Date,
10 and to provide a certification of such destruction or return to Defendant. Neither Class Counsel
11 nor Plaintiff shall use, disseminate, or distribute any confidential information obtained or
12 developed in connection with the Action for any purpose whatsoever, except to defend the validity
13 of the Settlement. Class Counsel shall not include, and shall affirmatively remove, any reference
14 to any of the foregoing subjects in any advertising, mass mailing, website, or other
15 communications, but may refer to the Settlement in adequacy of counsel declarations.

16 **45. Defense of the Settlement**

17 Plaintiff agrees to participate in, and Class Counsel agree to join Defendant in, defending
18 the Settlement and its approval from any collateral attack in the three-year period after final
19 approval by providing a declaration or declarations in support of the Settlement. The Parties and
20 their counsel shall enter into a common interest agreement for the purpose of sharing information
21 necessary to the defense of the Settlement.

22 **46. Mutual Preparation**

23 The Parties have had a full opportunity to negotiate the terms and conditions of this
24 Agreement. Accordingly, this Agreement will not be construed more strictly against one party
25 than another merely by virtue of the fact that it may have been prepared by counsel for one of the
26 Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
27 Parties have contributed to the preparation of this Agreement.

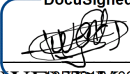
47. Enforcement.

If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff, on behalf of herself, the Settlement Class Members, and the State of California, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: junio 24, 2022

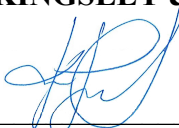
DocuSigned by:
By: 
WENDY CERON VENTURA

Dated: _____

By: _____
MEDICAL LINEN SERVICE, INC.

APPROVED AS TO FORM AND CONTENT:

Dated: June 24, 2022

KINGSLEY & KINGSLEY APC
By: 
Eric B. Kingsley
Kelsey M. Szamet
Shannen T. Garrett
Attorneys for Plaintiff WENDY CERON
VENTURA and the proposed class

Dated: _____

FOX ROTHSCHILD LLP
By: _____
Alexander Hernaez
Cody Stroman
Attorneys for Defendant
Medical Linen Service, Inc.

Done Long-Form Settl...



27 Parties have contributed to the preparation of this Agreement.

28

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS
135343203.1

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47. Enforcement.

If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff, on behalf of herself, the Settlement Class Members, and the State of California, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: junio 24, 2022

By:
WENDY CERON VENTURA

Dated: July 1, 2022

By:
MEDICAL LINEN SERVICE, INC.

APPROVED AS TO FORM AND CONTENT:

Dated: June 24, 2022

KINGSLEY & KINGSLEY APC

By:
Eric B. Kingsley
Kelsey M. Szarnet
Shannen T. Garrett
Attorneys for Plaintiff WENDY CERON
VENTURA and the proposed class

Dated: _____

FOX ROTHSCHILD LLP

By: _____
Alexander Hernaez
Cody Stroman
Attorneys for Defendant
Medical Linen Service, Inc.

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS
135343203.1

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EXHIBIT “A”

[CLASS MEMBER NAME]

WENDY CERON VENTURA v. MEDICAL LINEN SERVICE, INC.

**Superior Court of the State of California, County of San Mateo
Case No.: 21-CIV-03233**

If you are a current or former employee for MEDICAL LINEN SERVICE, INC. (“Medical Linen” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

On [Preliminary Approval Date], the Honorable Robert D. Foiles of the California Superior Court, County of San Mateo (“Court”), granted preliminary approval to a proposed class action settlement (“Settlement”) of the lawsuit entitled *WENDY CERON VENTURA v. MEDICAL LINEN SERVICE, INC.*, Case No. 21-CIV-03233 (the “Action”), and ordered the litigants to notify all Class Members about the Settlement.

- The Court has certified the following class for settlement purposes (“Class Members”): “all persons who are employed or have been employed as an hourly employee by Defendant in the State of California during the Covered Period.” (“Settlement Class Members”).
- The “Covered Period” means the period from June 10, 2017 to March 29, 2022.
- You are receiving this Notice of Class Action Settlement (“Notice”) because the records reflect that you may be one of the above Class Members who may be entitled to participate in the Settlement.
- Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Medical Linen’s defenses. The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.
- You have several options available to you:

DO NOTHING	Receive a payment from the Settlement and be bound by the terms of the Settlement. If you do nothing and the Court grants final approval of the Settlement, you <u>will</u> receive a share of the settlement proceeds based
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Any Questions? Call [Claims Admin Toll Free Ph. #]

	on the number of Compensable Work Weeks, as defined below, you worked as a non-exempt employee for Medical Linen during the Covered Period. You will also release all of the Released Claims, as defined below, against the Released Parties, as defined below, and give up any rights to sue the Released Parties about any of the claims in this case.
ASK TO BE EXCLUDED (OPT OUT)	Receive no payment and not be bound by the terms of the Settlement. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Medical Linen for the same legal claims in this lawsuit. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT	Object to the terms of this Settlement. You may write to the Court and/or you may appear personally, through your own attorney and your own expense, and tell the Court about why you object to the Settlement. If you would like to object to the Settlement, you may not exclude yourself from the Settlement.

Your options and time deadlines for exercising them are explained in this Notice.
To opt out or object, you must act by **XXXX (the “Response Deadline”).**

1. Why did I get this Notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Medical Linen’s employees. You have received this Notice because Medical Linen’s records indicate that you are a member of this class.

This Notice describes a proposed settlement (“Settlement”) of the lawsuit *WENDY CERON VENTURA v. Medical Linen Service, Inc.* pending in the San Mateo County Superior Court, Case No. 21-CIV-03233 (the “Action”). This Notice is being sent to you by the order of the San Mateo County Superior Court, which preliminarily approved the Settlement and conditionally certified the Settlement Class on **[date of preliminary approval]**.

This Notice informs you of the terms of the proposed Settlement, describes your rights and options in connection with the Settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the Settlement.

2. What is this lawsuit about?

This lawsuit was filed on June 10, 2021, on behalf of all persons who are employed or have been employed by Medical Linen in the State of California as an hourly employee who worked one or more pay periods during the relevant time period. The operative complaint alleges causes of action against Medical Linen for failure to pay all wages and/or overtime under Labor Code §§ 510, 1194; 1194.2, and 1199; failure to provide meal breaks under Labor Code §§ 226.7 and 512; failure to

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pay minimum wages under Labor Code §§ 1194, 1194.2, 1197, 1197.1 and Minimum Wage Order No. 5; violation of Labor Code § 221; failure to pay lawful wages upon termination or resignation under Labor Code § 203; unfair business practices under Business & Professions Code § 17200 *et seq.*; and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.* Plaintiff seeks to bring these claims on a class and representative action on behalf of other current and former employees of Medical Linen.

Defendant has denied, and continues to deny each and all of these claims and contentions alleged by the Plaintiff and believe that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action, or that the Action can or should proceed as a class action.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Court did not decide in favor of Plaintiff or Defendant. Instead, after engaging in extensive investigation and a full day of mediation before an experienced mediator, the Parties agreed on a class settlement that was preliminarily approved by the Court on [date of preliminary approval]. The parties and their counsel have concluded that the Settlement is advantageous, considering the risk, inconvenience, uncertainties, and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendant has also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the Class on those claims.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is **\$500,000.00**. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: up to **\$166,666.67** - Class Counsel will request from the Court no more than one-third of the Gross Settlement Amount (or \$166,666.67) as attorney's fees for litigation and resolution of the Action.
- Litigation Costs: up to **\$17,000.00** - Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$17,000.00.

- Settlement Administrator Costs: up to **\$16,000.00** - Subject to Court approval, the costs of settlement administration payable to the Settlement Administrator in an amount not to exceed \$16,000.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court.
- Class Representative Enhancement/General Release Award to Class Representative: up to **\$5,000.00** - For acting as the Class Representative, Plaintiff will request from the Court an award of up to \$5,000.00 in recognition of and as compensation for her efforts, such as starting the Action, volunteering time to assist with the case, and providing information and documents, as well as risks they assumed in starting and assisting with the prosecution of the Action.
- Penalties to the Labor & Workforce Development Agency: \$10,000.00 - Subject to Court approval, an amount of up to \$10,000.00 from the Gross Settlement Amount is allocated for payment to the State of California under PAGA ("PAGA Payment"), with 75% of PAGA Payment to be allocated and paid to the California Labor and Workforce Development Agency, and 25% of the PAGA Payment to be allocated and distributed to the Class as part of the Net Settlement Amount.

After these deductions, **\$287,833.33** will be available for payment to the Settlement Class members receiving this notice ("Net Settlement Amount").

Each Participating Settlement Class Member's Individual Settlement Amounts shall be determined as follows:

The Settlement is based on the total number of workweeks Class Members worked for Defendant during the Covered Period based on Defendant's records ("Compensable Work Weeks").

The total number of Compensable Work Weeks worked by each Class Member ("Individual Workweeks") will be added together to determine the total number of Compensable Work Weeks worked by all Class Members ("Class Workweeks") during the Covered Period.

To determine each Participating Settlement Class Member's "Individual Settlement Amount" the Settlement Administrator will use the following formula: Individual Settlement Amount = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for each individual Participating Settlement Class Member.

The Individual Settlement Amount will be reduced by any and all required deductions for each Participating Settlement Class Member as set forth herein, including all applicable employee-side tax withholdings or deductions. Any such applicable employee-side tax withholdings or other required deductions shall be paid from the Net Settlement Amount.

In no event shall the total Individual Settlement Amounts to Class Members exceed the Net Settlement Amount. If Compensable Work Week data is not available for any Class Member, that Class Member's total Compensable Work Weeks shall be calculated using some other reasonable basis determined by Defendant.

The entire Net Settlement Amount will be disbursed to all Participating Settlement Class

Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amount for each Participating Settlement Class Member according to the number of Compensable Work Weeks worked, so that the amount actually distributed to the Participating Settlement Class Members equals 100% of the Net Settlement Amount.

All Individual Settlement Amounts will be allocated as follows: twenty percent (20%) to settlement of wage claims and forty percent (40%) to settlement of claims for interest and forty percent (40%) to settlement of claims for statutory penalties.

According to Medical Linen's records, the total number of Compensable Work Weeks that you worked as an employee *during the relevant time period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on the Compensable Work Weeks you worked for Medical Linen, your estimated settlement amount is _____.

6. What if I disagree with the number of Compensable Work Weeks shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of Compensable Work Weeks that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o ILYM Group, Inc.
[Physical Address]
[Email]
[Telephone Number]

You must submit such information by XXXX. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

You do not need to do anything to receive an Individual Settlement Amount from the Settlement.

Based on the Compensable Work Weeks you worked for Medical Linen, your estimated settlement amount is _____. The actual amount may vary somewhat based on the actual implementation of the Settlement.

Twenty percent (20%) of your Individual Settlement Amount will be treated as wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). Forty-percent (40%) of your Individual Settlement Amount will be treated as penalties and the remaining Forty-percent (40%) will be treated as interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with

Any Questions? Call [Claims Admin Toll Free Ph. #]

an accountant or other tax professional about any tax issues related to your Individual Settlement Amount.

8. How does the Settlement affect my rights if I stay in the Class? What are the Released Claims?

Unless you submit a valid and timely Request for Exclusion (see section 9 below), you will remain a part of the Settlement Class and be deemed a “Participating Settlement Class Member.” If the Settlement receives final approval from the Court, this means you will be subject to the terms of the Settlement, receive an Individual Settlement Amount, and also mean you can’t sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in this case. It also means all of the Court’s orders will apply to you and legally bind you.

If you stay in the Settlement Class, you will be deemed to have released and discharged Defendant and any of its former and present or any of its current or past predecessors, successors, affiliates, subsidiaries, parent companies, employees, insurers, agents, consultants, legal representatives, and any other related entities, and each of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters, which could be liable for any of the Released Claims (collectively “Released Parties”).

The “Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Minimum Wage Deficits in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5; (4) Violation of Labor Code § 221; (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions Code § 17200, and (7) Penalties Pursuant to Labor Code § 2698, et seq. based upon the underlying Labor Code violations pled in the operative complaint.

9. What if I do not wish to participate in this Settlement?

Anyone not wishing to participate in the settlement may exclude herself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, **ILYM Group, Inc.**, by **XXXX**.

Settlement Administrator
c/o **ILYM Group, Inc.**
[Physical Address]
[Email]
[Telephone Number]

Any request for exclusion: (1) must contain the name, address, telephone number, and the last four digits of the social security number of the Settlement Class Member requesting exclusion; (2) must contain a statement clearly expressing that the Settlement Class Member wants to be excluded

Any Questions? Call **[Claims Admin Toll Free Ph. #]**

from the Settlement; (3) must be signed by the Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. If your Request for Exclusion is postmarked or faxed after **XXXX**, it will be rejected, and you will be a Participating Settlement Class Member and be bound by the Settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Settlement Class Member and will not receive any payment as part of this Settlement. Such persons will keep any rights to sue Medical Linen separately about the claims made in this lawsuit. Unless you timely request to be excluded from the Settlement, you will be bound by all terms of the Settlement, including receiving an Individual Settlement Amount and releasing the Released Claims against the Released Parties, and any Judgment entered by the Court if the Settlement receives final approval by the Court.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any Individual Settlement Amount under the Settlement. Class Counsel will not represent your interests if you request to be excluded.

10. What if I have an objection?

A class member who has **not** asked to be excluded from the Settlement may object to the Settlement in writing (“Notice of Objection”) or in person. For the Notice of Objection to be valid, it must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the final approval hearing and postmarked on or before the Response Deadline.

Written objections and all supporting briefs or other materials must also be submitted to the Settlement Administrator no later than **XXXX** by mail or email to:

Settlement Administrator
c/o **ILYM Group, Inc.**
[Physical Address]
[Email]
[Telephone Number]

Any class member may appear to make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than five days prior to the Final Approval Hearing. The Final Approval and Fairness Hearing will be held in Dept. 21 of the San Mateo County Superior Court on _____, 2022, at **XX (a.m./p.m.) (Pacific Time)**. **It is anticipated that the hearing will be conducted via Zoom and in person will appearances will not be permitted.**

Class Counsel:	Counsel for Medical Linen Service, Inc.:
Eric B. Kingsley, Esq.	Alexander Hernaez, Esq.

Any Questions? Call **[Claims Admin Toll Free Ph. #]**

Kelsey M. Szamet, Esq. Shannen T. Garrett, Esq. Kingsley & Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	Cody Stroman, Esq.. Fox Rothschild LLP 10250 Constellation Blvd., Suite 900 Los Angeles, CA 90067 Telephone: (310) 228-6049
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Any Settlement Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

11. Do I need a lawyer?

The Court has decided KINGSLEY & KINGSLEY, APC are qualified to represent you and other Class Members simultaneously. This law firm is called “Class Counsel.” You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you wish to object to the Settlement or if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 21 of the San Mateo County Superior Court, on _____, 2022, at **XX (a.m./p.m.)** (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and costs, Plaintiff’s Enhancement payment, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing, but if you choose to do so **it is anticipated that the hearing will be conducted via Zoom and in person will appearances will not be permitted.**

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Medical Linen Settlement Administrator, **ILYM Group, Inc.** (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Medical Linen’s counsel for information regarding this settlement.

EXHIBIT “B”

KINGSLEY & KINGSLEY, APC
 ERIC B. KINGSLEY, Esq. (SBN 185123)
 eric@kingsleykingsley.com
 KELSEY M. SZAMET, Esq. (SBN 260264)
 kelsey@kingsleykingsley.com
 SHANNEN T. GARRETT, Esq. (SBN 316248)
 shannen@kingsleykingsley.com
 16133 Ventura Blvd., Suite 1200
 Encino, CA 91436
 Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the proposed class members

ALEXANDER HERNAEZ, ESQ. (SBN 201441)
 ahernaez@foxrothschild.com
 CODY STROMAN, ESQ. (SBN 303413)
 codystroman@foxrothschild.com
FOX ROTHSCCHILD LLP
 345 California Street, Suite 2200
 San Francisco, CA 94104
 Telephone: (415) 364-5540
 Facsimile: (415) 391-4436
 Attorneys for Defendant, Medical Linen Service, Inc.

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

WENDY CERON VENTURA, an individual,
 on behalf of herself and others similarly
 situated

PLAINTIFF,

v.

MEDICAL LINEN SERVICE, INC.; and
 DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-03233

[Case Assigned for All Purposes to Hon. Robert
 D. Foiles in Dept. 21]

**[PROPOSED] ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: **XX**

Time: **XX**

Dept.: 21

Complaint Filed: June 10, 2021
 FAC Filed: August 16, 2021
 Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims (“Settlement Agreement”), a copy of which is attached as to the Declaration
3 of Kelsey M. Szamet In Support of Preliminary Approval of Class Action Settlement (“Motion”)
4 as Exhibit “1”, came before this Court on XX. The Court, having considered the papers submitted
5 in support of the motion of the parties and having heard argument regarding the Motion, **HEREBY**
6 **FINDS GOOD CAUSE APPEARING AND ORDERS THE FOLLOWING:**

7 1. This Order incorporates by reference the Settlement Agreement. The Court grants
8 preliminary approval of the Settlement Agreement and the Settlement Class based upon the terms
9 set forth in the Settlement Agreement filed herewith. The Settlement is fair, adequate, and
10 reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm’s
11 length and informed negotiations and (b) the Agreement is sufficient to warrant notice of the
12 Settlement to persons in the Settlement Class and a full hearing on the final approval of the
13 Settlement.

14 2. For purposes of settlement only, the Court provisionally and conditionally certifies
15 the following class (“Class Member(s)”: all persons who are employed or have been employed as
16 an hourly employee by Defendant in the State of California during the Covered Period.

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

20 4. For purposes of settlement only, the Court conditionally finds that

- 21 A. The Settlement Class, which consists of approximately 500 persons, is so
22 numerous that joinder of all members is impracticable;
- 23 B. There appear to be questions of law or fact common to the Settlement
24 Class for purposes of determining whether this Settlement should be
25 approved;
- 26 C. Plaintiff’s claims appear to be typical of the claims being resolved through
27 the proposed settlement;
- 28 D. Plaintiff appears to be capable of fairly and adequately protecting the
 interests of the Settlement Class Members in connection with the proposed
 settlement;

1 E. Common questions of law and fact appear to predominate over questions
2 affecting only individual persons in the Settlement Class. Accordingly,
3 the Settlement Class appears to be sufficiently cohesive to warrant
4 settlement by representation; and

5 F. Certification of the Settlement Class appears to be superior to other
6 available methods for the fair and efficient resolution of the claims of the
7 Settlement Class.

8 5. The Court approves, as to form and content, the Notice to Class Members in
9 substantially the form attached to the Settlement Agreement as Exhibit 1 (Notice of Class Action
10 Settlement).

11 6. The Court approves the procedure for Class Members to object to the Settlement as
12 set forth in the Notice of Class Action Settlement to Class Members.

13 7. The Court approves the procedure for Class Members to become Participating
14 Settlement Class Members as set forth in the Notice of Class Action Settlement to Class Members.

15 8. The Court directs the mailing of the Notice Packet to Class Members by first class
16 mail to the Class Members in accordance with the Implementation Schedule set forth below. The
17 Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the
18 Implementation Schedule, meet the requirements of due process and provide the best notice
19 practicable under the circumstances, shall constitute due and sufficient notice to all persons entitled
20 thereto, is sufficient to inform the Settlement Class Members of the terms of the Settlement and
21 their rights thereunder, including the right to object to the Settlement or any part thereof and the
22 procedure for doing so, their right to exclude themselves from the Settlement and the procedure
23 for doing so, their right to obtain a portion of the Settlement proceeds, and the date, time and
24 location of the Final Approval Hearing.

25 9. The Court appoints Kingsley & Kingsley, APC as Class Counsel.

26 10. The Court approves ILYM Group, Inc. as the Settlement Administrator.

27 11. The Court orders that pursuant to the California Private Attorneys General Act,
28 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will
continue to be given to the Labor & Workforce Development Agency.

12. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	XXXX
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	60 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	30 calendar days from Settlement Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark a Request for Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are

1 hereby stayed.

2 17. The Court expressly reserves the right to adjourn or continue the Final Fairness
3 Hearing from time to time without further notice to members of the Settlement Class.

4
5 **DATED:** _____ **JUDGE OF THE SUPERIOR COURT**
6

EXHIBIT “C”

KINGSLEY & KINGSLEY, APC
 ERIC B. KINGSLEY, Esq. (SBN 185123)
 eric@kingsleykingsley.com
 KELSEY M. SZAMET, Esq. (SBN 260264)
 kelsey@kingsleykingsley.com
 SHANNEN T. GARRETT, Esq. (SBN 316248)
 shannen@kingsleykingsley.com
 16133 Ventura Blvd., Suite 1200
 Encino, CA 91436
 Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the proposed class members

ALEXANDER HERNAEZ, ESQ. (SBN 201441)
 ahernaez@foxrothschild.com
 CODY STROMAN, ESQ. (SBN 303413)
 codystroman@foxrothschild.com
FOX ROTHSCCHILD LLP
 345 California Street, Suite 2200
 San Francisco, CA 94104
 Telephone: (415) 364-5540
 Facsimile: (415) 391-4436
 Attorneys for Defendant, Medical Linen Service, Inc.

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

WENDY CERON VENTURA, an individual,
 on behalf of herself and others similarly
 situated

PLAINTIFF,

v.

MEDICAL LINEN SERVICE, INC.; and
 DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-03233

[Case Assigned for All Purposes to Hon.
 Robert D. Foiles in Dept. 21]

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

Date: XX

Time: XX

Dept.: 21

Complaint Filed: June 10, 2021
 FAC Filed: August 16, 2021
 Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

The above captioned Action is a class action lawsuit brought by Plaintiff WENDY CERON VENTURA (“Plaintiff” or “Class Representative”) against Defendant MEDICAL LINEN SERVICE, INC. (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court on XXXX.

WHEREAS, Honorable Judge Robert D. Foile granted preliminary approval of the Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”), attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “1”, on XX.

WHEREAS, Plaintiff WENDY CERON VENTURA has applied to the Court for an order granting final approval of the Settlement.

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

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

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

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

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

4. The Settlement is binding on Plaintiff and all other Settlement Class Members,

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT

1 except those timely and properly filed Requests for Exclusions, as well as their heirs, executors,
2 and administrators, successors, and assigns.

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

4 6. There are XX (XX) valid objections.

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

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

21 9. The Settlement Class is hereby made final. The Settlement Class is defined as: "All
22 persons who are employed or have been employed as an hourly employee by Defendant in the
23 State of California during the Covered Period."

24 10. The "Covered Period" or "Class Period" is from June 10, 2017 April 28, 2022.

25 11. The Settlement is not an admission by Defendant, nor is this Final Order a finding
26 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
27 the Settlement, nor any document referred to herein, nor any action taken to carry out the
28

1 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
2 wrongdoing on the part of Defendant.

3 12. Pursuant to the Settlement, upon entry of this Final Order, Plaintiff and each
4 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
5 following release, which provides:

6 Any and all claims, debts, liabilities, demands, obligations,
7 penalties, guarantees, costs, expenses, attorney's fees, damages,
8 action or causes of action of whatever kind or nature, whether
9 known or unknown, contingent or accrued, that are alleged, or that
10 reasonably could have arisen out of the same facts alleged in the
11 Action, including: (1) Failure to Pay Wages and/or Overtime Under
12 Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide
13 Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3)
14 Minimum Wage Deficits in Violation of Labor Code §§ 1194,
15 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5; (4)
16 Violation of Labor Code § 221; (5) Waiting Time Penalties Pursuant
17 to Labor Code § 203; (6) Violation of Business & Professions Code
18 § 17200, and (7) Penalties Pursuant to Labor Code § 2698, et seq.
19 based upon the underlying Labor Code violations pled in the
20 operative complaint.

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

14. The Settlement provides that the Gross Settlement Fund is Five-Hundred Thousand
dollars and zero cents (\$500,000.00). The Net Settlement Fund shall be determined according to
the terms of the Settlement.

15. The Court orders the calculations and the payments to be made and administered in

1 accordance with the terms of the Settlement.

2 16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
3 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
4 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

5 17. The Court hereby finds the unopposed application of Class Counsel for a costs and
6 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
7 of all the circumstances and is hereby granted. Of the Gross Settlement Fund, \$166,666.67 shall
8 be paid for attorney fees and \$17,000.00 shall be paid for litigation costs.

9 18. The unopposed application of Class Counsel for a Service Award is hereby granted.
10 Of the Gross Settlement Fund, a \$5,000.00 Service Award shall be allocated to named Plaintiff
11 WENDY CERON VENTURA.

12 19. The unopposed application of Class Counsel for claims administration fees to
13 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Fund, \$16,000.00 shall be paid for
14 settlement administration fees.

15 20. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
16 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$7,500.00.
17 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$2,500.00
18 shall be allocated to the Participating Class Members.

19 21. If a Settlement Class Member does not cash his or her settlement check within 180
20 days, the uncashed funds shall be transmitted by the Settlement Administrator to [insert after
21 preliminary approval].

22 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
23 fees, or for any other charge, expense, or liability, except as provided for in the Settlement.

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

28

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

1 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
2 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
3 as the administration and enforcement of the terms of the Settlement of this action to enforce the
4 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
5 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
6 administration and enforcement of the Settlement. Any disputes or controversies arising with
7 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
8 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
9 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
10 of the Settlement.

11 25. This Final Order shall constitute a final judgment.

12 26. The Court hereby dismisses the action (including all individual claims and Released
13 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
14 the Settlement.

15
16 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

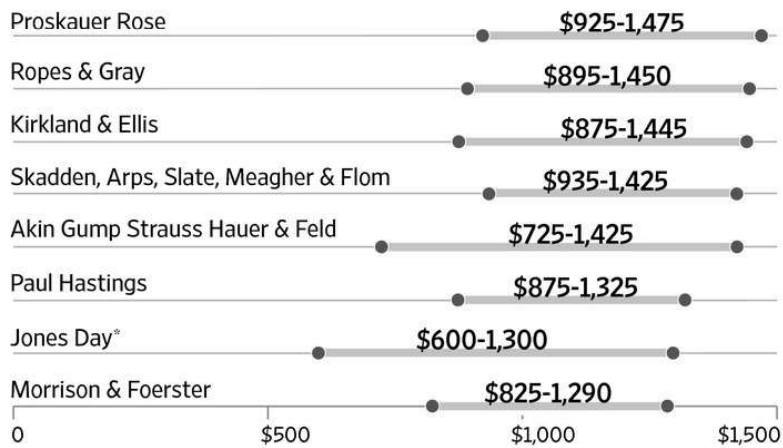
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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Historic Cost**\$16,939.85****Filing Fee****\$83.90***Created: 10/5/2022 at 11:55 AM***Trialworks TaskCode**

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9/13/2022

Payee

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Description

OLINV#04366431 ML 9.13.22

Docs OLINV#04366431 ML 9.13.22.pdf**Filing Fee****\$20.08***Created: 10/5/2022 at 11:02 AM***Trialworks TaskCode**

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9/13/2022

Payee

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Description

OLINV#04365843 ML 9.13.22

Docs OLINV#04365843 ML 9.13.22.pdf**Filing Fee****\$112.22***Created: 8/25/2022 at 10:23 AM***Trialworks TaskCode**

filing fee

Date Incurred

8/17/2022

Payee

One Legal

Description

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Docs OLINV#04300081 ML 8.17.22(2).pdf

Filing Fee

\$112.22*Created: 8/25/2022 at 10:08 AM***Trialworks TaskCode**

filing fee

Date Incurred

8/17/2022

Payee

One Legal

Description

OLINV#04300787 ML 8.17.22

Docs OLINV#04300081 ML 8.17.22(1).pdf

Filing Fee

\$116.59*Created: 8/18/2022 at 1:31 PM***Trialworks TaskCode**

filing fee

Date Incurred

8/17/2022

Payee

One Legal

Description

OLINV#04300081 ML 8.17.22

Docs OLINV#04300081 ML 8.17.22.pdf

Filing Fee

\$20.08*Created: 8/18/2022 at 1:24 PM*

Trialworks TaskCode filing fee	Description OLINV#04298307 ML 8.17.22
Date Incurred 8/17/2022	Docs  OLINV#04298307 ML 8.17.22.pdf
Payee One Legal	

Filing Fee	\$83.13
<i>Created: 8/12/2022 at 10:53 AM</i>	
Trialworks TaskCode filing fee	Description OLINV#04283746 ML 8.10.22
Date Incurred 8/10/2022	Docs  OLINV#04283746 ML 8.10.22.pdf
Payee One Legal	

Filing Fee	\$23.80
<i>Created: 8/12/2022 at 10:24 AM</i>	

(Proof of Submission to the LWDA)

EXHIBIT "6"

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

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

On April 13, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT and MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Alexander Hernaez
ahernaez@foxrothschild.com
Cody Stroman
codystroman@foxrothschild.com
Andrew Russell
arussell@foxrothschild.com
Steven Wong
swong@foxrothschild.com
FOX ROTHSCILD LLP
345 California Street, Suite 2200
San Francisco, CA 94104

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

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

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

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

Executed on April 13, 2023, at Sherman Oaks California.



Leslie Sanchez