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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SACRAMENTO**

REGINALD ANTONIO CHAVIS JR., an  
individual, on behalf of himself and others  
similarly situated,

PLAINTIFF,

v.

GROCERY OUTLET INC.; and DOES 1 thru  
50, inclusive,

DEFENDANTS.

CASE NO. 34-2021-00309003

[Case Assigned for All Purposes to Hon. Lauri  
Damrell in Dept. 28]

**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 REGINALD  
ANTONIO CHAVIS JR, Emil Davtyan, and  
Jonathan Paul, Proposed Order, and  
Judgment]*

Date: September 15, 2023

Time: 9:00 a.m.

Dept.: 28

Complaint Filed: September 29, 2021

FAC Filed: December 7, 2021

SAC Filed: December 20, 2022

Trial Date: None Set

**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**

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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 REGINALD ANTONIO CHAVIS JR. 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 Amended Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of Settlement”). A true and correct copy of the Stipulation of Settlement is attached hereto as Exhibit “A”.

5. On September 29, 2021, Plaintiff filed a class action complaint, individually and on behalf of other similarly situated, in the Sacramento County Superior Court alleging claims of failure to pay wages pursuant to Labor Code sections 510, 1194, and 1199, failure to provide rest breaks pursuant to Labor Code section 226.7, violation of Labor Code section 226(a), and violation of Business and Professions Code section 17200, against Defendant under Case No. 34-2021-00309003 (the “Action”). On December 7, 2021, Plaintiff filed a First Amended Class Action and Representative Action Complaint, which asserted the same claims as the Action and added a claim for penalties for wage and hour violations under the California Private Attorneys’ General Act

1 (“PAGA”).

2 6. On December 20, 2022, Plaintiff filed a Second Amended Class Action and  
3 Representative Action Complaint that: (1) defines the putative class as all persons currently and  
4 formerly employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment  
5 Centers in California from September 29, 2017 to trial; (2) omits Plaintiff’s cause originally pled  
6 cause of action for failure to provide rest breaks pursuant to Labor Code section 226.7; (3) adds a  
7 cause of action for failure to pay wages at termination in violation of Labor Code section 203; and  
8 (4) includes all claims released by this Settlement.

9 **THE DISCOVERY PROCESS**

10 7. The Parties have yet to engage in formal discovery, instead focusing their efforts  
11 on resolving this case through early mediation.

12 8. The Parties scheduled a private mediation with Russ J. Wunderli, Esq. on May 24,  
13 2022.

14 9. In preparation for mediation, Defendant informally produced multiple documents  
15 and provided other information necessary to evaluate settlement.

16 10. This included Plaintiff’s personnel file and time and pay records, sample wage  
17 statements, a 10% data sample that included all pay codes that allegedly should have been blended  
18 into the regular rate to determine the correct overtime rate, and the total number of Class Members  
19 and relevant work weeks at issue.

20 11. As such, the Parties engaged in meaningful informal discovery to properly assess  
21 their strength and weakness in this lawsuit.

22 12. After the substantial production, the Parties engaged in direct negotiations and,  
23 ultimately, were able to arrive at the proposed settlement now presented to the Court for  
24 preliminary approval.

25 13. Defendant denies any liability or wrongdoing of any kind associated with the claims  
26 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends  
27 that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or  
28 representative action treatment. Defendant contends, among other things, that, at all times, it has

1 complied with the California Labor Code, and the Industrial Wage Commission Orders.

2 14. Based on our own independent investigation and evaluation, Class Counsel is of  
3 the opinion that the Stipulation of Settlement with Defendant is fair, reasonable and adequate, and  
4 in the best interest of the settlement classes in light of all known facts and circumstances, including  
5 the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and  
6 representative action trial on the merits, and numerous potential appellate issues. Although  
7 Defendant denies any liability, Defendant is agreeing to this Stipulation of Settlement solely to  
8 avoid the cost of 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 Action on the terms set forth here.

11 **PRELIMINARY APPROVAL**

12 15. On May 8, 2023, the Court issued an Amended Order preliminarily approving the  
13 settlement in this case, approving the proposed Class Notice, ordering that the Settlement  
14 Administrator send notice to the Settlement Class, and setting a date for the Final Approval and  
15 Fairness Hearing.

16 **SETTLEMENT**

17 16. For purposes of settlement, the Class is defined as: “all persons currently and  
18 formerly employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment  
19 Centers in California from September 29, 2017 to December 31, 2022.” (“Class Members” or  
20 “Settlement Class”). The Settlement Class, however, shall not include any person who previously  
21 settled or released any of the claims covered by this Settlement, any person who previously was  
22 paid or received awards through civil or administrative actions for the claims covered by the  
23 Settlement, or any person who submits a timely and valid Request for Exclusion as provided in  
24 the Settlement.

25 17. The Class Period is September 29, 2017 through December 31, 2022.

26 18. Based on documents and other information produced by Defendant, there are  
27 approximately 614 Class Members and 45,494 workweeks at issue.

28 19. For purposes of settlement, the Aggrieved Employees are defined as: “all persons

1 currently and formerly employed by Defendant as non-exempt employees at Defendant's Regional  
2 Fulfillment Centers in California from September 29, 2020 to December 31, 2022. ("Aggrieved  
3 Employees" or "PAGA Members".) For purposes of settlement, the Aggrieved Employees are  
4 defined as: "all persons currently and formerly employed by Defendant as non-exempt employees  
5 at Defendant's Regional Fulfillment Centers in California from September 29, 2020 to December  
6 31, 2022. ("Aggrieved Employees" or "PAGA Members".) Aggrieved Employees shall not be  
7 able to "opt-out" or Request Exclusion, as described below, from the PAGA Release.

8 20. The PAGA Period is September 29, 2020 to December 31, 2022.

9 21. As detailed fully in the Stipulation of Settlement, the Settlement provides for  
10 Defendant to pay a Maximum Settlement Amount of \$450,000.00, which includes the sum of the  
11 individual Settlement Awards, the Plaintiff service award, the Class Counsel Award, PAGA  
12 Payment, and the Settlement Administration Costs.

13 22. The Net Settlement Amount is the Maximum Settlement Amount, less all Class  
14 Counsel's attorneys' fees and litigation costs, the enhancement award to the class representative,  
15 the PAGA penalty payment to the LWDA as described further below, and settlement  
16 administration expenses.

### 17 **CLASS NOTICE**

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

### 21 **THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

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

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

27 26. Defendant produced additional data and documents informally for purposes of  
28 settlement. This included Plaintiff's personnel file and time and pay records, sample wage

statements, and the total number of Class Members and relevant work weeks at issue

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

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

29. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and that the average recovery for each Class Member of over \$419 is substantial, given the risks inherent in litigation and the defenses asserted.

#### **CLASS COUNSEL'S KULLAR ANALYSIS**

30. The proposed settlement satisfies each of these factors.

31. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

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

#### **The Risks Associated with the Overtime Claim**

33. Plaintiff maintains that he and other Class members earned premium pay at \$1 per hour during certain pay periods.

34. Plaintiff alleges that Defendant failed to include this premium pay in the regular rate calculation for Class Members in pay periods that they were paid premium pay and also paid overtime.

35. As a result of this alleged failure to properly blend the premium pay, Plaintiff maintains that Defendant underpaid Plaintiff and Class Members whenever they worked overtime and earned premium pay in the same pay period.

36. Defendant argued that Plaintiff did not work any daily or weekly overtime during his short period of employment, and therefore would argue that he was not owed any wages and could not be an adequate or typical class representative because he suffered no injury.

37. This argument posed meaningful risk to recovery that Plaintiff had to acknowledge in reaching the resolution now presented to the Court.

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

2           38.     Plaintiff maintains that Defendant issued wage statements that allegedly violate  
3 Labor Code §§ 226(a)(2) and (9).

4           39.     Plaintiff alleges that he and Class Members are issued wage statements that do not  
5 accurately show the applicable overtime rate and the number of hours worked at the corresponding  
6 rate based on Defendant's alleged failure to blend discussed above.

7           40.     Plaintiff has to recognize that this is a derivative claim.

8           41.     Plaintiff does not argue that Defendant failed to show required information on the  
9 paystubs it issued to Class Members, only that the paystubs do not accurately show the  
10 information.

11          42.     While plaintiff believes this claim is easily certifiable, Plaintiff has to acknowledge  
12 that this is a more difficult argument to prevail on when it comes to assessing liability.

13          43.     Plaintiff contends that Defendant failed to properly pay overtime for any work in  
14 excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week based on  
15 the alleged failure to blend as discussed above.

16          44.     The risk analysis for the section 203 claim flows from the risk analysis for the  
17 underlying wage claim discussed above.

18          45.     If Defendant could prove that class members were properly paid for all hours  
19 worked at the appropriate overtime rate, there would be no recovery of wages and no waiting time  
20 penalties that flow therefrom at all.

21          46.     To establish liability for waiting time penalties, Plaintiff would have to establish  
22 not only that the underlying violations occurred, but also that Defendant's conduct was "willful."  
23 Labor Code § 203.

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

25          47.     Class Counsel discounted the PAGA claim for multiple reasons.

26          48.     The aggrieved employees' PAGA claims are derivative of all the foregoing class  
27 claims.

28          49.     A court has discretion to award less than the maximum penalty.

1           50. As such, I believe that the Settlement's contemplated PAGA payment of  
2 \$20,000.00 is appropriate.

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

4           51. There is significant expense associated with the class certification process, which  
5 the Parties can avoid by entering into the contemplated Stipulation of Settlement now.

6           52. If the Court did eventually certify class, trial of a case involving approximately 614  
7 Class Members would require the retention of expensive expert witnesses, the accrual of extensive  
8 litigation costs, and a significant time overlay by the parties.

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

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

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

20                   **The Amount Offered in Settlement**

21           55. It was very difficult for the Parties to reach this Settlement of \$450,000.00.

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

26           57. Plaintiff assessed full value of the Minimum Wage/Overtime claim, without any  
27 discount, at approximately \$54,000.

28           58. This calculation was based upon a 10% data sample and included all pay codes that

1 allegedly should have been blended into the regular rate to determine the correct overtime rate.

2 59. That analysis found that allegedly \$5,402.35 was underpaid as a result of the  
3 allegations that Defendant failed to blend correctly and was then extrapolated to the entire Class  
4 for the duration of the Class Period resulting in exposure of approximately \$54,000.

5 60. Plaintiff valued the Wage Statement Claim, without discount, at \$1,956,000.

6 61. Labor Code §226(e)(1) provides for a \$50 penalty for the initial wage statement  
7 and \$100 thereafter for each wage statement but puts a \$4,000 cap on wage statement penalties per  
8 employee. S

9 62. Assuming that each Class Member was entitled to penalties for each and every  
10 workweek during the Section 226(a) statutory period, which is likely very overstated due to  
11 employee turnover, the exposure maximum is \$1,956,000 (489 Class Members x \$4,000).

12 63. This can be a very difficult claim to prove because Plaintiff does not dispute that  
13 the paystubs show all the required information, just the information was not correct as a result of  
14 the alleged failure to blend.

15 64. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim, at  
16 \$1,500,000.

17 65. Considering the derivate nature of Labor Code §203 and the dispute over whether  
18 class members were owed any wages as a result of the alleged failure to blend, Plaintiff determined  
19 that accepting a discount on this claim was appropriate.

20 66. Plaintiff calculated the maximum value of the PAGA claim at \$4,340,800 for Class  
21 Members (using \$100 per pay period x 43,408 pay periods). However, it must be noted this figure  
22 is arguably overstated as most employers pay bi-weekly, but Defendant pays weekly so there are  
23 far more pay periods as a result.

24 67. If this number was cut in half, it would be reduced to \$2,170,400.

25 68. The main risk taken into account with PAGA is the discretionary nature of the  
26 penalty award.

27 69. A judge can award the statutory maximum of \$100 for the initial violation and \$200  
28 thereafter or – in theory – one cent per wage statement.

1           70. While there is a dearth of available authority, in Plaintiff's view, there is significant  
2 risk that were he to succeed on any of the underlying Labor Code violations, it is not likely that a  
3 Judge would also award a large amount of civil penalties on top of any damages recovered.

4           71. The maximum potential value of all of Plaintiff's and the Class Members' claims  
5 was approximately \$5,680,400 based on the figures as set forth above.

6           72. Looking realistically at just the core alleged regular rate liability of \$54,000 and  
7 when considered in context with the forgoing risks on the merits, Class Counsel believes the  
8 Maximum Settlement Amount of \$450,000.00 is fair and reasonable.

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

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

14                   **ATTORNEY COMPETENCE**

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

21           a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January  
22 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount  
23 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

24           b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In  
25 September 2003, the court granted final approval of Settlement in the gross amount  
26 of \$475,000 and the court approved the attorneys' fee request of 30%.

27           c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In  
28 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%.

- 1 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016  
2 after a class trial with a verdict in the class's favor, the Honorable Daniel P.  
3 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's  
4 fees.
- 5 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In  
6 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the  
7 gross amount of \$2,000,000.00, and the court granted attorney's fees request of  
8 33.33%.
- 9 m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super.  
10 Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of  
11 Settlement in the gross amount of \$9,000,000 with attorneys' fees request of  
12 33.33%.
- 13 75. Kingsley & Kingsley, APC filed its first motion for class certification in the year  
14 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions  
15 that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved  
16 for class certification in 15 matters and has successfully obtained class certification in 15 of those  
17 cases. A brief sampling of which includes:
- 18 a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed  
19 December 19, 2012) (court granted contested class certification and appointed  
20 Kingsley & Kingsley class counsel).
- 21 b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,  
22 filed February 3, 2014) (court granted contested class certification and appointed  
23 Kingsley & Kingsley co-class counsel).
- 24 c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,  
25 filed January 27, 2015) (court granted contested class certification and appointed  
26 Kingsley & Kingsley class counsel).
- 27 d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214).  
28 contested class certification granted in June 2020.

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

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

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

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

9 77. There is no governmental participation in this action except arguably the LWDA.

10 78. The proposed plan of allocation distributes Stipulation of Settlement funds  
11 proportionally to each class member's potential damages and should therefore be approved as fair,  
12 adequate, and reasonable.

13 **ATTORNEYS' FEE AWARD**

14 79. As detailed fully in the Stipulation of Settlement and set forth above, the Stipulation  
15 of Settlement provides for Defendant to create a Maximum Settlement Amount of \$450,000.00.  
16 From that fund, Plaintiff requests an award of attorneys' fees in the amount of \$150,000.00, or 1/3  
17 of the Maximum Settlement Amount created on behalf of members of the Settlement Class.

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

24 81. I am very familiar with the contingent fee market throughout California and in the  
25 Sacramento County area, particularly as it pertains to complex employment, wage and hour, and  
26 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee  
27 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many  
28 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any

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

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

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

24 84. When Class Counsel's motions for class certification are denied, Class Counsel  
25 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,  
26 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.  
27 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*  
28 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

- a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed) ;
- e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);
- h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.

Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);

k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);

l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);

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

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

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

**CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

1           88.     Class Counsel's aggregate lodestar amounts to \$93,729.50 (without future hours),  
2 which represents 131.10 hours of attorney work on this litigation incurred from its inception  
3 through the filing of Plaintiff's Motion for Final Approval.

4           89.     As such, Class Counsel is asking for a multiplier of 1.60.

5           90.     The amount of time spent on this case (over 131.10 hours), which culminated in a  
6 very favorable proposed Settlement for the Class Members, is reasonable given the complexity  
7 and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation,  
8 and the exceptional results obtained.

9           91.     Class Counsel litigated this action with great efficiency in light of the amount of  
10 work required to achieve the Settlement.

11          92.     The requested hourly rates in this case range from \$400.00 per hour to \$990.00.

12          93.     Class Counsel's hourly rates are fully supported by their experience and reputation  
13 in handling complex employment litigation, including wage and hour class actions.

14          94.     Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action  
15 lawsuits.

16          95.     He has litigated several hundred such cases, including at the appellate level at the  
17 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of  
18 Appeal.

19          96.     He is also a prolific speaker at various seminars on employment law and has  
20 contributed to legal publications on employment topics.

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

25          98.     My office billed for the following four attorneys for work performed on this case:  
26 Eric Kingsley, Shannen Garrett, David Penner, and me.

27          99.     I am partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts degree,  
28 *cum laude*, from the University of California San Diego and received my law degree from UCLA

1 School of Law in 2008, where I was active in the Women’s Law Journal and community-based  
2 legal clinics. I have been practicing since 2008 and am billed at \$715 per hour.

3 100. Shannen T. Garrett is a former Associate Attorney at Kingsley & Kingsley, APC.  
4 Ms. Garrett earned her J.D. from Loyola Law School and was admitted to practice in October 16,  
5 2017. She was billed at \$475 per hour.

6 101. David Penner was a former associate of Kingsley & Kingsley, APC. He received  
7 his B.A. from University of Michigan and his juris doctor from University of California, Irvine  
8 School of Law in 2018. He was billed at \$400 per hour.

9 102. Kingsley & Kingsley, APC and D.Law, Inc. have entered into a written fee sharing  
10 agreement that was also signed by the named Plaintiff.

11 103. The qualifications of Co-Counsel Emil Davtyan of D.Law, Inc are discussed in the  
12 concurrently filed Declaration of Emil Davtyan.

13 104. Kingsley & Kingsley, APC and D.Law, Inc. have entered into a written fee sharing  
14 agreement that was also signed by the named Plaintiff.

15 105. 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 C.

23 106. Class Counsel’s charged rate are commensurate with the prevailing market rates in  
24 Sacramento County for attorneys of comparable experience and skill handling complex litigation.

25 107. Furthermore, Class Counsel’s rates in calculating the lodestar are the same rates  
26 charged to non-contingent hourly clients and thus necessarily reflect the current market value of  
27 counsel’s legal services.<sup>1</sup>

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28 <sup>1</sup> The Court should also note that other California courts approved many of these same rates over  
**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**

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

109. Finally, Class Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$997, a reasonable rate for an attorney with 14 years of experience, such as myself, is \$829, and a reasonable rate for an attorney with 4+ years of experience, such as Ms. Garrett and Mr. Penner, is \$508. A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as Exhibit D.

110. 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       | 5.30         | \$990.00           | \$5,247.00                     |
| Kelsey M. Szamet       | 73.50        | \$715.00           | \$52,552.50                    |
| Shannen Garrett        | 1.50         | \$475.00           | \$712.50                       |
| David Penner           | 0.30         | \$400.00           | \$120.00                       |
| <b>KINGSLEY TOTAL</b>  |              |                    |                                |
| <b>ATTORNEYS' FEES</b> | <b>80.6</b>  |                    | <b>\$58,632.00<sup>2</sup></b> |

| <u>ATTORNEY</u> | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTALS</u>                  |
|-----------------|--------------|--------------------|--------------------------------|
| Emil Davtyan    | 50.5         | \$695.00           | <b>\$35,097.50<sup>3</sup></b> |

15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other grounds, 6 Cal.4th 644, 664 [450 hourly rate was a reasonable fee based on counsel's knowledge, skill, experience and reputation].)

<sup>2</sup> The Kingsley & Kingsley, APC Total Attorneys' Fees does not include Class Counsel's anticipated 10-15 hours of future time to handle the final approval hearing in September and to oversee the administration process.

<sup>3</sup> The D.Law, Inc. Total Attorneys' Fees does include Class Counsel's anticipated 5 hours of future time to handle the post-final approval settlement administration process.

|                          |             |  |                    |
|--------------------------|-------------|--|--------------------|
| <b>D.LAW, INC. TOTAL</b> |             |  |                    |
| <b>ATTORNEYS' FEES</b>   | <b>50.5</b> |  | <b>\$35,097.50</b> |

111. In conjunction with D.Law, Inc., Kingsley & Kingsley, APC has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Class Representative;
- h. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- j. researching private right of action and various impact on class actions;
- k. interviewing and obtaining declarations from Class Members;
- l. preparing for and attending mediation;
- m. discussing issues related to damage model calculations;
- n. preparing and analyzing damage models;
- o. negotiating the terms of the settlement;
- p. reviewing and making changes to the Stipulation of Settlement;
- q. drafting and editing all documents for Preliminary and Final Approval;
- r. monitoring Notice and settlement administration procedures;
- s. coordinating and overseeing all aspects of the administration of the Stipulation Settlement (review documentation, approve form and content, etc.); and multiple

communications with defense counsel.

112. Here, Class Counsel is requesting a multiplier of 1.60.

113. I believe the request for attorneys' fees in the amount of \$150,000.00 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**

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

115. As discussed above and in Emil Davtyan's Declaration, Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed.

116. To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial risk and expense and were precluded from taking other fee generating employment for over 131.10 hours of attorney time.

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

118. Class Counsel believe this is an exceptional result that has been well received by Class Members.

#### **ATTORNEY COSTS**

119. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with

1 this litigation, in the amount of \$8,742.

2 120. To date, Kingsley and Kingsley has incurred \$8,141.81 in costs.

3 121. Co-Counsel has not incurred any costs in this matter.

4 122. Class Counsel anticipates incurring an additional \$600.00 in costs to file, serve, and  
5 copy this motion; to prepare for and attend the hearing; and for future copy charges.

6 123. As such, Class Counsel is requesting a cost reimbursement of \$8,742.

7 124. All of the requested costs are reasonable in amount and were necessarily incurred  
8 by Class Counsel in prosecuting this litigation. A true and correct copy of Kingsley & Kingsley's  
9 cost ledger is attached hereto as Ex. E

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

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

13 126. Plaintiff's Counsel request an enhancement of \$7,500.00 to the Class  
14 Representative REGINALD ANTONIO CHAVIS JR. for his work on behalf of the Settlement  
15 Class.

16 127. The time spent by REGINALD ANTONIO CHAVIS JR. is significant and includes  
17 researching and retaining competent counsel; providing information to Class Counsel regarding  
18 the nature of the work at Defendant; compiling relevant documents; working closely with Class  
19 Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the  
20 status of the case with Class Counsel; discussing the case via telephone with many Class Members;  
21 and responding promptly to Class Counsel's communications regarding settlement.

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

24 129. Class Counsel considers this to be a fair and reasonable enhancement.

25 130. The enhancement takes into consideration the time, effort, and expense incurred by  
26 Mr. Chavez in coming forward to litigate this matter on behalf of all Class Members

27 131. Additionally, the Class Representative was at risk for paying for Defendant's legal  
28 fees and costs in the event that Defendant prevailed at trial.

1           132. The Class has benefited from Mr. Chavis's action in stepping forward on their  
2 behalf to bring this lawsuit.

3           133. Further, the Class Notice disclosed the enhancement award. (*See* Stipulation of  
4 Settlement Ex. 1 [class notice], p. 3.)

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

6           135. Under the circumstances, a representative payment of \$7,500.00 is justified and the  
7 Court should award this payment to REGINALD ANTONIO CHAVIS JR. from the Maximum  
8 Settlement Amount as provided in the Stipulation of Settlement.

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

10                           **AGENCY**

11           136. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final  
12 Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce  
13 Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission  
14 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming  
15 receipt is attached hereto as Exhibit "F".

16                           **EXHIBITS**

17           137. Attached hereto as Exhibit "A" is a true and correct copy of the fully-executed joint  
18 Amended Joint Stipulation of Class Action and PAGA Settlement and Release that was  
19 preliminary approved by this Court on May 8, 2023.

20           138. Attached hereto as Exhibit "B" is a true and correct copy of the ALM Research  
21 2007 NLJ Billing Survey.

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

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

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

28           142. Attached hereto as Exhibit "F" is a true and correct copy of the proof of submission

1 to the LWDA as referenced in paragraph 136 above.

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

4 This declaration was executed this 23rd day of August, 2023, in Altadena, California.

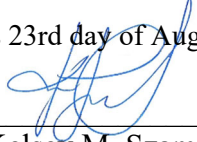
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EXHIBIT "A"

KINGSLEY & KINGSLEY, APC  
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Attorneys for Defendant  
GROCERY OUTLET INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

REGINALD ANTONIO CHAVIS JR.,  
an individual, on behalf of himself and  
others similarly situated,

PLAINTIFF,

v.

GROCERY OUTLET INC.; and  
DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 34-2021-00309003

**AMENDED JOINT STIPULATION OF  
CLASS ACTION AND PAGA  
SETTLEMENT AND RELEASE  
BETWEEN PLAINTIFF AND  
DEFENDANT**

Complaint Filed: 9/29/2021  
FAC Filed: 12/7/21  
SAC Filed: 12/20/22  
Trial Date: Not Set

1 This Amended Joint Stipulation of Class Action and PAGA Settlement and Release  
2 (hereinafter “Stipulation of Settlement”) is made and entered into by and between Plaintiff  
3 Reginald Antonio Chavis, Jr., as an individual and on behalf of all similarly situated and  
4 aggrieved employees (“Plaintiff”), and Grocery Outlet Inc. (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff  
6 seeks to represent, and on (i) Defendant; (ii) each of Defendant’s past, present and future  
7 direct and indirect parent companies; (iii) the respective past, present and future direct  
8 and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present and  
9 future shareholders, directors, officers, agents, employees, clients, attorneys, insurers,  
10 predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity  
11 which could be jointly liable with any of the foregoing. The Settlement contemplated by  
12 this Stipulation of Settlement may hereinafter be referred to as the “Settlement.”

13 THE PARTIES STIPULATE AND AGREE as follows:

14 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

15 2. On September 29, 2021, Plaintiff filed a class action complaint, individually and  
16 on behalf of other similarly situated, in the Sacramento County Superior Court alleging claims of  
17 failure to pay wages pursuant to Labor Code sections 510, 1194, and 1199, failure to provide rest  
18 breaks pursuant to Labor Code section 226.7, violation of Labor Code section 226(a), and violation  
19 of Business and Professions Code section 17200, against Defendant under Case No. 34-2021-  
20 00309003 (the “Action”).

21 3. On December 7, 2021, Plaintiff filed a First Amended Class Action and  
22 Representative Action Complaint, which asserted the same claims as the Action and added a claim  
23 for penalties for wage and hour violations under the California Private Attorneys’ General Act  
24 (“PAGA”).

25 4. On December 20, 2022, Plaintiff filed a Second Amended Class Action and  
26 Representative Action Complaint that: (1) defines the putative class as all persons currently and  
27 formerly employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment  
28 Centers in California from September 29, 2017 to trial; (2) omits Plaintiff’s cause of action for

1 failure to provide rest breaks pursuant to Labor Code section 226.7; (3) adds a cause of action for  
2 failure to pay wages at termination in violation of Labor Code section 203; and (4) includes all  
3 claims released by this Settlement. The term “Action” means this putative class and representative  
4 action pending in Sacramento County Superior Court. The “Class Period” is from September 29,  
5 2017 to December 31, 2022.

6 5. This Action has been actively litigated. There have been on-going investigations,  
7 there has been an exchange of extensive documentation and information, and the Parties have  
8 participated in extensive private settlement negotiations. Plaintiff has not filed a motion for class  
9 certification in this Action, nor has a date been set by the Court for the filing of such a motion.

10 6. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall  
11 consist of all persons currently and formerly employed by Defendant as non-exempt employees at  
12 Defendant’s Regional Fulfillment Centers in California from September 29, 2017 to December 31,  
13 2022. The Settlement Class, however, shall not include any person who previously settled or  
14 released any of the claims covered by this Settlement, any person who previously was paid or  
15 received awards through civil or administrative actions for the claims covered by this Settlement,  
16 or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

17 7. For purposes of this Settlement, the “Aggrieved Employees” or “PAGA  
18 Members” shall consist of all persons currently and formerly employed by Defendant as non-  
19 exempt employees at Defendant’s Regional Fulfillment Centers in California from September 29,  
20 2020 to December 31, 2022. The Aggrieved Employees, however, shall not include any person  
21 who previously settled or released any of the claims covered by this Settlement or any person who  
22 previously was paid or received awards through civil or administrative actions for the claims  
23 covered by this Settlement. Aggrieved Employees shall not be able to “opt-out” or Request  
24 Exclusion, as described below, from the PAGA Release.

25 8. Solely for purpose of settling this case, the Parties stipulate and agree that the  
26 requisites for establishing class certification with respect to the Settlement Class have been met  
27 and are met. More specifically, the Parties stipulate and agree that:

28 a. The Settlement Class is ascertainable and so numerous as to make it

1 impracticable to join all Class Members.

2           b.       There are common questions of law and fact, including but not limited to  
3 the following:

4                   i.       Whether Defendant complied with applicable laws affecting  
5 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the  
6 California Industrial Welfare Commission; and

7                   ii.      Whether Plaintiff and the Settlement Class are entitled to alleged  
8 unpaid wages, penalties, interest, and attorneys' fees and costs.

9           c.       Plaintiff believes that Plaintiff's claims are typical of the claims of the  
10 members of the Settlement Class.

11           d.       Plaintiff believes that Plaintiff will fairly and adequately protect the  
12 interests of the Settlement Class, and that Eric B. Kingsley and Kelsey M. Szamet of Kingsley &  
13 Kingsley, APC, and Emil Davtyan of Davtyan Law Firm, Inc., should be "Class Counsel" and will  
14 fairly and adequately protect the interests of the Settlement Class.

15           e.       The prosecution of separate actions by individual members of the  
16 Settlement Class would create the risk of inconsistent or varying adjudications, which would  
17 establish incompatible standards of conduct.

18           f.       With respect to the Settlement Class, Plaintiff believes that questions of law  
19 and fact common to the members of the Settlement Class predominate over any questions affecting  
20 any individual member in such Class, and a class action is superior to other available means for  
21 the fair and efficient adjudication of the controversy.

22       9.       Defendant denies any liability or wrongdoing of any kind whatsoever associated  
23 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling  
24 this Action, this Action is appropriate for class or representative treatment. With respect to  
25 Plaintiff's claims, Defendant contends, among other things, that it has complied with all applicable  
26 state, federal and local laws affecting Plaintiff and the Settlement Class.

27       10.      It is the desire of the Parties to fully, finally and forever settle, compromise and  
28 discharge all disputes and claims arising from the allegations and causes of action stated in the

1 Complaint. To achieve a full and complete release of Defendant, each Class Member  
2 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims of  
3 any nature reasonably arising out of the allegations made in the Complaint.

4 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute  
5 a full and complete settlement and release of all claims arising from the allegations in the  
6 Complaint against: (i) Defendant; (ii) each of Defendant's past, present and future direct and  
7 indirect parent companies; (iii) the respective past, present and future direct and indirect  
8 subsidiaries and affiliates of any of the foregoing; (iv) the past, present and future shareholders,  
9 directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and  
10 assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with  
11 any of the foregoing (collectively "Released Parties").

12 12. Counsel for the Settlement Class have conducted a thorough investigation into the  
13 facts of this Action, and have diligently pursued an investigation of Class Members' claims against  
14 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of  
15 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in  
16 this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the  
17 Settlement Class in light of all known facts and circumstances, including the risk of significant  
18 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by  
19 Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also  
20 agree that the Settlement is fair and in the best interest of the Parties.

21 13. The Parties agree to cooperate and take all steps necessary and appropriate to  
22 consummate this Settlement and for entry of judgment in accordance with this Stipulation of  
23 Settlement.

24 14. This Settlement provides that Defendant will pay Settlement Awards (defined  
25 below) according to a specified formula to each Settlement Class Member who does not request  
26 to be excluded from this Settlement. The total payment under the Settlement is \$450,000.00, which  
27 includes all payments to Class Members, Class Counsel's attorneys' fees, Class Counsel's  
28 litigation expenses and costs, the enhancement award to the class representative, PAGA penalties,

1 and settlement administration expenses. It is understood and agreed that Defendant shall have no  
2 obligation to pay any person, entity or organization more than the amount of its maximum total  
3 liability under the Settlement, except that Defendant will pay the employer payroll taxes for the  
4 wage portion of the Settlement Awards.

5 TERMS OF SETTLEMENT

6 15. NOW THEREFORE, in consideration of the mutual covenants, promises and  
7 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

8 a. It is agreed by and among Plaintiff and Defendant that this Action and any  
9 claims, damages or causes of action arising out of the Complaint which are the subject of this  
10 Action, be settled and compromised as between the Settlement Class and Defendant, subject to the  
11 terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

12 b. Effective Date: The Settlement embodied in this Stipulation of Settlement  
13 shall become effective on the date on which the Court's order granting Final Approval of this Joint  
14 Stipulation becomes final. Such order becomes final upon the following events: (i) if no timely  
15 objections are filed, or are withdrawn prior to final approval, the date upon which the Court enters  
16 an order granting final approval of the Settlement; or (ii) if timely objections are filed and not  
17 withdrawn, the latest of the following events: (a) when the period for filing any appeal, writ or  
18 other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other  
19 appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing  
20 the Settlement has been dismissed finally and conclusively with no right to pursue further remedies  
21 or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final order with  
22 no right to pursue further remedies or relief. In this regard, it is the intention of the parties that the  
23 Settlement shall not become effective until the Court's order approving the Settlement is  
24 completely final. For purposes of clarity, the Effective Date cannot occur, and Defendants will  
25 not be obligated to fund this Settlement or pay the Gross Settlement Amount, until and unless there  
26 is no possibility of an appeal or further proceeding that could potentially prevent this Settlement  
27 from becoming effective, final and binding..

28 c. Maximum Settlement Amount, and Net Settlement Amount: To implement

1 the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay a  
2 maximum of \$450,000.00 within thirty (30) calendar days of the Effective Date, which includes:  
3 all payments to Class Members; Class Counsel's attorneys' fees; Class Counsel's litigation  
4 expenses and costs; the enhancement award to the class representative; \$20,000.00 allocated to  
5 penalties under the PAGA with seventy-five percent (75%) of that amount, or in other words  
6 \$15,000.00, paid to the LWDA and twenty-five percent (25%) of that amount, or in other words  
7 \$5,000.00, paid to the Settlement Class as described below; and settlement administration expenses  
8 ("Maximum Settlement Amount"). The Parties agree the Maximum Settlement Amount will be  
9 fully paid out, with no residue returning to Defendant. At no time shall the Released Parties have  
10 the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant  
11 shall retain exclusive authority over, and the responsibility for, those funds. All payments to Class  
12 Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the  
13 enhancement award, and settlement administration expenses will be paid out of the Maximum  
14 Settlement Amount. Under no condition will the Released Parties' aggregate liability exceed the  
15 Maximum Settlement Amount, except that Defendant will pay the employer payroll taxes for the  
16 wage portion of the settlement awards in addition to the Maximum Settlement Amount. The "Net  
17 Settlement Amount", the amount available for potential distribution to Class Members, shall be  
18 calculated by deducting from the Maximum Settlement Amount: (i) all Class Counsel's attorneys'  
19 fees and litigation costs; (ii) the enhancement award to the class representative; (iii) the PAGA  
20 penalty payment to the LWDA as described further below; and (iv) settlement administration  
21 expenses. Settlement Awards to the Class Members will be calculated by the settlement  
22 Administrator and paid out of the Net Settlement Amount as set forth below. The entire Net  
23 Settlement Amount will be paid out pro rata to Class Members who do not opt out.

24 i. Settlement Awards to Class Members: Payments to Class Members  
25 under the Settlement ("Settlement Awards") will be determined based on the number of weeks  
26 worked by all Class Members during the Class Period based on information provided by  
27 Defendant. The workweeks will be calculated by the "Settlement Administrator," as defined  
28 below, for Class Members by dividing the total days employed in California as a Class Member

1 during the Class Period by seven (7). Partial workweeks will not be counted, meaning incomplete  
2 workweeks will be rounded down; however, if a Class Member worked only one (1) day as a Class  
3 Member, such Class Member will be credited with having worked one (1) workweek for purposes  
4 of the Settlement. Defendant's workweek data will be presumed to be correct, unless a particular  
5 Class Member proves otherwise to the Settlement Administrator by credible written evidence. All  
6 workweek disputes will be resolved and decided by the Settlement Administrator, and the  
7 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.  
8 The amount to be paid per workweek to eligible Class Members will be calculated by the  
9 Settlement Administrator by dividing the Net Settlement Amount by the number of weeks worked  
10 by Class Members who do not opt out of the Settlement. No claim form shall be required for  
11 Settlement Class Members to receive their settlement awards.

12 ii. Private Attorneys General Act Allocation: Subject to Court  
13 approval, the Parties have agreed to allocate \$20,000.00 of the Maximum Settlement Amount to  
14 Plaintiff's claims under PAGA. Seventy-five percent (75%) of this amount, or in other words  
15 \$15,000.00, will be paid out of the Maximum Settlement Amount to the LWDA of the State of  
16 California, and the remaining twenty-five percent (25%), or in other words \$5,000.00, will be paid  
17 to Aggrieved Employees, as defined above, pro rata based on the pay periods worked during the  
18 relevant time period.

19 iii. Allocation of Settlement Awards: The Parties have agreed, based  
20 on the allegations in the Action, that individual Settlement Awards payable to eligible Class  
21 Members will be allocated from the Net Settlement Amount and paid as follows: one-third (1/3)  
22 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one-third (1/3) will  
23 be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one-third  
24 (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue.

25 iv. Settlement Awards Do Not Trigger Additional Benefits: All  
26 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely  
27 in the year in which such awards actually are received by the Class Members. It is expressly  
28 understood and agreed that the receipt of such Settlement Awards will not entitle any Class

1 Member to additional compensation or benefits under any company bonus, contest or other  
2 compensation or benefit plan or agreement in place during the period covered by the Settlement,  
3 nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching  
4 benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement  
5 Awards provided for in this Agreement are the sole payments to be made by Defendant to the  
6 Class Members in connection with this Settlement, and that the Class Members are not entitled to  
7 any new or additional compensation or benefits as a result of having received the Settlement  
8 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan  
9 document that might have been in effect during the period covered by this Settlement).

10 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or  
11 modification, Defendant agrees to a payment, from the Maximum Settlement Amount, Class  
12 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

13 vi. Class Representative: The Parties agree to the designation of  
14 Plaintiff Reginald Antonio Chavis, Jr. as "Class Representative." Subject to Court approval, and  
15 subject to Plaintiff's execution of a general release of all claims under California Code of Civil  
16 Procedure section 1542, Defendant agrees to a payment to Plaintiff, from the Maximum Settlement  
17 Amount, an award at no additional cost to the Released Parties, ("Enhancement Award"). The  
18 Enhancement Award paid to the Class Representative cannot exceed \$7,500.00, is subject to Court  
19 approval, and is in addition to any claimed individual Settlement Award to which the Class  
20 Representative is entitled under this Stipulation of Settlement. The Enhancement Award is to be  
21 part of, and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator  
22 will issue an IRS Form 1099-MISC for the Enhancement Award to Plaintiff for Plaintiff's service  
23 as a Class Representative, and Plaintiff will be responsible for correctly characterizing this  
24 compensation for tax purposes and for paying any taxes on the amount received. Should the Court  
25 approve an Enhancement Award to the Class Representative in an amount less than that set forth  
26 above, the difference between the lesser amount approved by the Court and the Enhancement  
27 Award set forth above shall be added to the Net Settlement Amount.

28 vii. Settlement Administrator: The Settlement Administrator will be

1 mutually agreeable to the Parties, after review and approval by the Parties of a not-to-exceed quote  
2 for settlement administration expenses which Plaintiff's Counsel agrees to request and circulate to  
3 Defendant's Counsel. All settlement administration expenses shall be paid out of the Maximum  
4 Settlement Amount.

5 viii. Mailing of Settlement Awards: The Settlement Administrator will  
6 cause the Settlement Awards to be mailed to the Class Members who have not opted out of the  
7 Settlement and have not previously released their claims as to Defendant, within thirty-five (35)  
8 calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

9 ix. Potential Escalator Clause or Alternative Class Period End Date:  
10 For Settlement purposes and based on Class Member data presently available at the time of  
11 Settlement, Defendant represents that the number of weeks worked by Class Members extrapolated  
12 from September 29, 2017 to December 31, 2022 (i.e., "the Class Period") is estimated to be  
13 approximately 46,055 workweeks. The Parties further agree that if the final number of workweeks  
14 from September 29, 2017 to December 31, 2022, which formed the basis of the Settlement,  
15 increases by more than five (5) percent above 46,055 workweeks (e.g., to greater than 48,358  
16 workweeks), Defendant at its sole discretions shall either: (1) increase the Gross Settlement  
17 amount by the proportional amount for the percentage of workweeks above five (5) percent (i.e.,  
18 by the percentage of workweeks above 48,358 workweeks); or (2) end the Class Period at the point  
19 in time where workweeks equal 48,358 workweeks.

20 d. Enhancement Award to Plaintiff for Service as Class Representative: The  
21 Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff  
22 within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph  
23 15.b.

24 e. Right to Rescission: If more than five percent (5%) of the Settlement Class  
25 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the  
26 Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of  
27 Settlement ("Class Notice"), Defendant shall have the right (but need not) in its sole discretion to  
28 rescind and void the Settlement, before final approval by the Court, by providing written notice to

1 Class Counsel no later than ten (10) calendar days before the Final Approval hearing date. If  
2 Defendant exercises this option, Defendant shall pay any costs of settlement administration  
3 incurred up to that date, but not to include Class Counsel's fees and costs.

#### 4 SETTLEMENT ADMINISTRATION

5 16. The Settlement Administrator shall be mutually agreed upon by the Parties to  
6 perform the customary duties of Settlement Administrator, subject to Court approval. The  
7 Settlement Administrator will mail the Class Notice to all Class Members. The Settlement  
8 Administrator will independently review Defendant's data, based on Defendant's records, as to  
9 the number of weeks worked during the Class Period, and will calculate the amounts due to Class  
10 Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall  
11 report, in summary or narrative form, the substance of its findings. The Settlement Administrator  
12 shall be granted reasonable access to Defendant's records to perform its duties. At the request of  
13 Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and  
14 send out Settlement Award checks to Class Members. Defendant shall be able to review proposed  
15 distributions and class workweek data to ensure correct and accurate distributions and  
16 representations to the Class Members through the Class Notice are accurate. Tax treatment of the  
17 Settlement Awards will be as set forth herein and in accordance with state and federal tax laws.  
18 All disputes relating to the Settlement Administrator's performance of its duties shall be referred  
19 to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions  
20 of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation  
21 of Settlement have been fully carried out. The Settlement Administrator shall create and maintain  
22 a webpage, which will include links to the Settlement Agreement, Class Notice, Motions for  
23 Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available, until  
24 the Effective Date. The website shall also include links to any other documents or information the  
25 Settlement Administrator deems necessary to perform its duties.

#### 26 ATTORNEYS' FEES AND LITIGATION COSTS

27 17. In consideration for settling this Action, in exchange for the release of claims by  
28 the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees

1 to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-  
2 three and one-third percent (33 1/3%) of the Maximum Settlement Amount, or in other words up  
3 to \$150,000.00, and attorneys' costs not to exceed \$15,000.00 from the Maximum Settlement  
4 Amount. Defendant will not object to Class Counsel's application for attorneys' fees and litigation  
5 costs up to these amounts. The amounts set forth above will cover all work performed and all fees  
6 and costs incurred to date, and all work to be performed and all fees and costs to be incurred in  
7 connection with the approval by the Court of this Stipulation of Settlement, the administration of  
8 the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts,  
9 or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference  
10 between the lesser amounts and the Maximum Settlement Amount shall be added to the Net  
11 Settlement Amount.

12 18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class  
13 Counsel within thirty-five (35) calendar days after the Settlement becomes effective as defined in  
14 Paragraph 15.b.

15 NOTICE TO THE PLAINTIFF CLASS

16 19. The Class Notice shall be jointly drafted by the Parties, and as approved by the  
17 Court, shall be sent by the Settlement Administrator to the Class Members by first-class mail. The  
18 Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

19 a. Within thirty (30) calendar days after preliminary approval of this  
20 Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class  
21 Members' names, last known addresses, last known telephone numbers, Social Security Numbers,  
22 and hire and termination dates during the Class Period. The Parties agree the Social Security  
23 Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating  
24 the Settlement and will not be provided to Class Counsel at any time or in any form.  
25 Notwithstanding anything herein to the contrary, the Settlement Administrator will not be entitled  
26 to receive confidential information of Defendant (including non-public personal information of its  
27 employees) unless and until the Settlement Administrator signs and delivers to Defendant a  
28 confidentiality agreement and data processing agreement compliant with the California Consumer

1 Privacy Act and the California Privacy Act. To the extent Class Counsel possesses or comes to  
2 possess the Class Members' contact information and/or Social Security Numbers from the  
3 Settlement Administrator, Class Counsel shall return all such information (including copies and  
4 data or information derived therefrom) within five (5) calendar days from the date the Court finally  
5 approves the Settlement, shall destroy all copies in any form of such information, and shall not  
6 maintain or use such information for any purpose. The information provided for above shall be  
7 based on Defendant's payroll and other business records and in a format acceptable to the  
8 Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to  
9 the production date to ensure that the format will be acceptable to the Settlement Administrator.  
10 The information will need to be provided to the Settlement Administrator by reasonable security  
11 measures and reasonably secure technology. The Settlement Administrator will run a check of the  
12 Class Members' addresses against those on file with the U.S. Postal Service's National Change of  
13 Address List. Within forty-five (45) calendar days of preliminary approval of this Settlement, the  
14 Settlement Administrator will mail the Class Notice to Class Members.

15           b. Class Notices returned to the Settlement Administrator as non-delivered  
16 shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding  
17 address, the Settlement Administrator will do an NCOA check and will skip-trace return mail and  
18 re-mail within five (5) calendar days of receipt using the Class Member's Social Security Number;  
19 this search will be performed only once per Class Member by the Settlement Administrator. Class  
20 Members will have a maximum of fifteen (15) calendar days from the date of the re-mailing or  
21 until the end of the opt out deadline, whichever is later to opt out or object to the Settlement. Upon  
22 completion of these steps by the Settlement Administrator, Defendant and the Settlement  
23 Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to the  
24 affected member of the Settlement Class. The affected member of the Settlement Class shall  
25 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of  
26 Settlement and the Court's Order and Final Judgment.

27  
28           c. The Class Notice shall also identify the procedures for opting out of or

1 objecting to the Settlement.

2 d. Class Counsel shall provide to the Court, at least sixteen (16) court days  
3 before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due  
4 diligence and proof of mailing with regard to the mailing of the Class Notice.

5 ADMINISTRATION PROCESS

6 20. The Class Members will have sixty (60) calendar days from the date of mailing in  
7 which to submit requests for exclusion (“opt out”).

8 21. Settlement Awards to Class Members will be mailed by the Settlement  
9 Administrator within thirty-five (35) calendar days after the Effective Date. Settlement Award  
10 checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date  
11 of their issuance; the Parties agree the Settlement Administrator will send one (1) reminder notice  
12 to all Class Members who have not cashed the Settlement Award check thirty (30) calendar days  
13 prior to the deadline; upon the deadline to cash the Settlement Award checks, the checks will  
14 automatically be cancelled by the Settlement Administrator if not cashed by the Class Member  
15 within that time, at which point the Class Member’s claim will be deemed void and of no further  
16 force or effect, and the Class Member’s claims will remain released by the Settlement. The checks  
17 provided to Class Members shall prominently state the expiration date or a statement that the  
18 checks will expire in one hundred eighty (180) days, or alternatively, such a statement may be  
19 made in a letter accompanying the check. Expired Settlement Award checks will not be reissued,  
20 except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed  
21 Settlement Award checks after the expiration date will be paid within fourteen (14) calendar days  
22 after the one hundred eighty (180)-day check cashing period expires pursuant to California Code  
23 of Civil Procedure section 384(b)(3) to Koinonia Family Services, a non-profit 501(c)(3)  
24 organization with child advocacy programs in the State of California, as the *cy pres* recipient,  
25 subject to Court approval. Any residue received by Koinonia shall be ordered by the Court to be  
26 used solely for child advocacy programs within the State of California pursuant to California Code  
27 of Civil Procedure section 384(b). Upon completion of its calculation of payments, the Settlement  
28 Administrator shall provide Defendant with a report listing the amount of all payments to be made

1 to each Class Member. Defendant, on behalf of the Released Parties, will pay to the Settlement  
2 Administrator the Maximum Settlement Amount within thirty (30) calendar days after the  
3 Settlement becomes effective as defined in Paragraph 15.b. The Settlement Administrator will be  
4 responsible for making appropriate deductions, calculating and reporting the employer payroll  
5 taxes on the Settlement Awards, paying to Class Counsel any Court-approved attorneys' fees and  
6 litigation costs, paying to the Class Representative any Court-approved Enhancement Award,  
7 paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above,  
8 paying the settlement administration expenses, meeting tax reporting obligations, and for issuing  
9 the individual Settlement Awards to Class Members. Proof of compliance with the Court's final  
10 approval order will be provided to counsel for the Parties by the Settlement Administrator within  
11 twenty-one (21) days after all payment obligations, the check cashing deadline for Class Members,  
12 and payment to the *cy pres* beneficiaries have passed.

#### 13 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

14 22. Opting Out of the Settlement. For those Class Members who do not wish to  
15 participate in the Settlement, such Class Members may exclude themselves by submitting a timely  
16 written request to the Settlement Administrator. The written request ("Request for Exclusion")  
17 should state that he/she has received the "Notice of Proposed Class Action Settlement and Hearing  
18 Date for Final Court Approval of Settlement", he/she has decided not to participate in the  
19 Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The  
20 Request for Exclusion must also state the individual's full name, address, date of birth, and dates  
21 he/she worked as a Class Member for Defendant in California. The Request for Exclusion must  
22 be signed, dated and mailed by First-Class U.S. Mail, or the equivalent, to the Settlement  
23 Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement  
24 Administrator no later than sixty (60) calendar days after the Settlement Administrator mails the  
25 Class Notice to the Class Members. Any individual who submits a Request for Exclusion will not  
26 be allowed to object to the terms of the Settlement.

27 23. Objecting to the Settlement. Any individual who does not exclude himself/herself  
28 from the Settlement can object to the terms of the Settlement in writing before the deadline to

1 object to the Settlement. To object, the individual must file a written objection and a notice of  
2 intention to appear at the Final Approval hearing with the Clerk of the Sacramento County Superior  
3 Court of the State of California and send copies to the Settlement Administrator, Class Counsel,  
4 and counsel for Defendant. Any written objection must state each specific reason in support of  
5 the objection and any legal support for each objection. The individual must state his/her full name,  
6 address, date of birth, and dates he/she worked as a Class Member in California for Defendant. To  
7 be valid and effective, any written objections to approval of the Settlement must be filed with the  
8 Clerk of the Court and delivered to the Settlement Administrator, Class Counsel, and counsel for  
9 Defendant no later than sixty (60) calendar days after the Settlement Administrator mails the Class  
10 Notice to the Class Members. However, a Class Member may appear at the Final Approval  
11 hearing, either in person or through his/her own counsel, and object to the Settlement Agreement  
12 and any of its terms without submitting a prior objection in the manner and by the deadline  
13 specified above. If the Court rejects the objection, the individual will be bound by the terms of the  
14 Settlement.

15 RELEASE BY THE CLASS

16 24. Effective upon the date of final approval by the Court of this Stipulation of  
17 Settlement, and except as to such rights or claims as may be created by this Stipulation of  
18 Settlement, the Settlement Class and each member of the Class who has not submitted a valid  
19 Request for Exclusion fully release and discharge the Released Parties from all claims under state,  
20 federal and local law alleged in the Action and that reasonably could have been alleged in the  
21 Action based on the factual allegations contained in the operative Complaint in the Action and any  
22 amendments thereto, as to the Class Members, including but not limited to California Labor Code  
23 sections 200, 201, 202, 203, 226, 226.2, 226.3, 226.6, 510, 558, 558.1, 1194, 1199, 2698, *et seq.*,  
24 California Business and Professions Code section 17200, *et seq.*, class and representative claims,  
25 the applicable Wage Order(s), and all claims for or related to alleged unpaid wages, overtime or  
26 double time wages, regular rate of pay, timely payment of wages at separation, itemized wage  
27 statements, unfair competition, unfair business practices, unlawful business practices, fraudulent  
28 business practices, injunctive relief, declaratory relief, accounting, liquidated damages, penalties

1 of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA  
2 penalties), interest, fees, costs, as well as all other claims, allegations, and damages alleged in the  
3 Action, from September 29, 2017 through December 31, 2022 (collectively “Released Claims”).  
4 Expressly excluded from the release are claims for retaliation, discrimination, unemployment  
5 insurance, disability, workers’ compensation, and claims outside the Released Claims.

6 Effective upon the date of final approval by the Court of this Stipulation of Settlement, and  
7 except as to such rights or claims as may be created by this Stipulation of Settlement, PAGA  
8 Members shall release all PAGA Claims. “Released PAGA Claims” means any and all claims for  
9 civil penalties pursuant to PAGA that are reasonably related to or arising out of the factual  
10 allegations in the operative pleading in the Lawsuit and/or Plaintiff’s September 29, 2021 PAGA  
11 notice to the LWDA which occurred during the PAGA Period (collectively, the “Released PAGA  
12 Claims”). Plaintiff and PAGA Members will release Defendants and the Released Parties from all  
13 remedies that could be claimed in connection with the Released PAGA Claims including but not  
14 limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive  
15 damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

16 Effective upon the date of final approval by the Court of this Stipulation of Settlement, all  
17 Non-Participating Class Members who are Aggrieved Employees release the Released Parties  
18 from the Released PAGA Claims for the PAGA Period.

19 25. In addition to the Released Claims identified in Paragraph 24, Plaintiff Reginald  
20 Antonio Chavis, Jr. agrees to generally release the Released Parties from any and all claims,  
21 whether known or unknown, under all federal, state and local statutes, and federal and state  
22 common law (including but not limited to those for contract, tort and equity), except for workers’  
23 compensation claims. Plaintiff acknowledges the language of Section 1542 of the California Civil  
24 Code, which provides:

25 A general release does not extend to claims that the creditor or  
26 releasing party does not know or suspect to exist in his or her favor  
27 at the time of executing the release and that, if known by him or her,  
would have materially affected his or her settlement with the debtor  
or released party.

28 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees

1 that claims or facts in addition to or different from those which are now known or believed by him  
2 to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the  
3 claims, except for workers' compensation claims, Plaintiff now has against the Released Parties,  
4 whether known or unknown, suspected or unsuspected.

5 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

6 26. To effectuate the terms of the Settlement, the Parties agree all formal and informal  
7 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify  
8 the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to request  
9 that all current Court deadlines be continued pending Court approval of the Settlement. Class  
10 Counsel agree to cease all affirmative communication (oral and written) with the putative class  
11 members, other than through Court-approved notices; this provision does not prevent Class  
12 Counsel from communicating with any Class Members who may contact Class Counsel. Plaintiff  
13 shall promptly submit this Stipulation of Settlement to the Sacramento County Superior Court in  
14 support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its  
15 fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendant the opportunity to  
16 review, and to approve before filing, Plaintiff's Motion for Preliminary Approval. At the same  
17 time Plaintiff submits this Stipulation of Settlement to the Sacramento County Superior Court,  
18 Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly upon  
19 execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of an  
20 order preliminarily approving the Settlement in a form that is mutually agreeable between the  
21 Parties and also provides for the following:

22 a. Scheduling a Final Fairness hearing on the question of whether the proposed  
23 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and  
24 the Class Representative's Enhancement Award should be finally approved as fair, reasonable and  
25 adequate as to the members of the Settlement Class;

26 b. Certifying a Settlement Class, Plaintiff Reginald Antonio Chavis, Jr. as  
27 Class Representative, and Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC,  
28 and Emil Davtyan of Davtyan Law Firm, Inc., as Class Counsel;

- 1 c. Approving as to form and content the proposed Class Notice;
- 2 d. Approving the manner and method for Class Members to request exclusion
- 3 from the Settlement as contained herein and within the Class Notice;
- 4 e. Directing the mailing of the Class Notice by first-class mail to the Class
- 5 Members;
- 6 f. Preliminarily approving the Settlement subject only to the objections of
- 7 Class Members and final review by the Court; and
- 8 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
- 9 other cases, claims, suits or administrative proceedings (including filing claims with the Division
- 10 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
- 11 the Released Claims unless and until such Class Members have filed valid Requests for Exclusion
- 12 with the Settlement Administrator and the time for filing Requests for Exclusion with the
- 13 Settlement Administrator has elapsed.

14 The Preliminary Approval Order shall be substantially in the form identified as **Exhibit 2**

15 to this Settlement.

16 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

17 27. Class Counsel agreed to return all confidential documents, lists and data in all forms

18 and formats (originals and copies) within seven (7) calendar days from final Court approval of the

19 Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before

20 filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel

21 agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and

22 substantially in the form identified as Exhibit 3 to this Settlement, and provides for the following:

- 23 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
- 24 and adequate, and directing consummation of its terms and provisions;
- 25 b. Approving Class Counsel's application for an award of attorneys' fees and
- 26 litigation costs;
- 27 c. Approving the Enhancement Award to the Class Representative; and
- 28 d. Entering judgment in accordance with California Rules of Court,

1 rule 3.769(h), and permanently barring and enjoining all members of the Settlement Class from  
2 prosecuting against Defendant; each of Defendant's respective past, present and future parents,  
3 subsidiaries and affiliates; past, present and future partners, shareholders, directors, officers,  
4 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the  
5 foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

6 PARTIES' AUTHORITY

7 28. The signatories hereto hereby represent that they are fully authorized to enter into  
8 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

9 MUTUAL FULL COOPERATION

10 29. The Parties agree to fully cooperate with each other to accomplish the terms of this  
11 Stipulation of Settlement, including but not limited to execution of such documents and taking  
12 such other action as reasonably may be necessary to implement the terms of this Stipulation of  
13 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this  
14 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,  
15 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon  
16 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the  
17 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the  
18 Court's final approval of this Stipulation of Settlement.

19 30. The Parties and their respective counsel agree that they will not attempt to  
20 encourage or discourage Class Members from filing Requests for Exclusion.

21 NO PRIOR ASSIGNMENTS

22 31. The Parties and their counsel represent, covenant and warrant that they have not,  
23 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or  
24 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of  
25 action or right herein released and discharged except as set forth herein.

26 NO ADMISSION

27 32. Nothing contained herein, nor the consummation of this Stipulation of Settlement,  
28 is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on

1 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement  
2 solely with the intention to avoid further disputes and litigation with the attendant inconvenience  
3 and expenses.

#### 4 ENFORCEMENT ACTIONS

5 33. The Parties agree that the Sacramento County Superior Court shall retain  
6 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure  
7 section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes  
8 any legal action or other proceeding against any other Party or Parties to enforce the provisions of  
9 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of  
10 Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party  
11 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred  
12 in connection with any enforcement actions.

#### 13 NOTICES

14 34. Unless otherwise specifically provided herein, all notices, demands or other  
15 communications given hereunder shall be in writing and shall be deemed to have been duly given  
16 as of the third (3rd) business day after mailing by United States registered or certified mail, return  
17 receipt requested, addressed as follows:

#### 18 To Plaintiff and the Settlement Class

19 Eric B. Kingsley  
20 Kelsey M. Szamet  
21 KINGSLEY & KINGSLEY, APC  
22 16133 Ventura Blvd., Suite 1200  
23 Encino, CA 91436

24 Emil Davtyan  
25 DAVTYAN LAW FIRM, INC.  
26 880 E. Broadway  
27 Glendale, CA 91205

#### 28 To Defendant

Cary G. Palmer  
Erika M. Barbara  
JACKSON LEWIS P.C.  
400 Capitol Mall, Suite 1600  
Sacramento, CA 95814

1 NO PUBLIC COMMENT

2 35. The Class Representative and Class Counsel will not make any public disclosure of  
3 the Settlement, except through Court filings to preliminary and finally approve the Settlement.  
4 Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and  
5 will ensure that the Class Representative adheres to, the restriction against any public disclosure  
6 of the Settlement. Following preliminary Court approval of the Settlement, the Class  
7 Representative and Class Counsel will not initiate any communications (directly or indirectly) with  
8 the media regarding the Action. Notwithstanding the foregoing, the Class Representative and  
9 Class Counsel may, in response to a communication initiated by the media, direct the inquiring  
10 media member to the public records of the Action on file with the Court. Class Counsel will take  
11 all steps reasonably necessary to ensure that the Class Representative is aware of, and will ensure  
12 that he will adhere to, the restriction against any media comment on the Settlement and its terms.

13 CONSTRUCTION

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

19 CAPTIONS AND INTERPRETATIONS

20 37. Paragraph titles or captions contained herein are inserted as a matter of convenience  
21 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of  
22 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and  
23 not merely a recital.

24 MODIFICATION

25 38. This Stipulation of Settlement may not be changed, altered or modified, except in  
26 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement  
27 may not be discharged except by performance in accordance with its terms or by a writing signed  
28 by the Parties hereto.

39. This Stipulation of Settlement and the Confidential Memorandum of Understanding contain the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

40. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

41. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

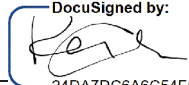
42. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

///

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

**Plaintiff and Class Representative**

Dated: April 4, 2023

DocuSigned by:  
  
24DA7DC6A6C54F5...  
REGINALD ANTONIO CHAVIS, JR.

**Defendant**

GROCERY OUTLET INC.

Dated: 4/11/2023

By:   
Alisha Barbeau  
Authorized Officer or Agent

APPROVED AS TO FORM:

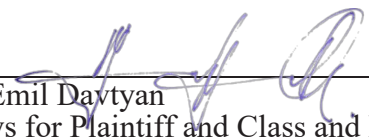
KINGSLEY & KINGSLEY, APC

Dated: April 5, 2023

By:   
Eric B. Kingsley  
Kelsey M. Szamet  
Attorneys for Plaintiff and Class and PAGA Members

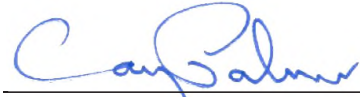
DAVTYAN LAW FIRM, INC.

Dated: 4/10/2023

By:   
Emil Davtyan  
Attorneys for Plaintiff and Class and PAGA Members

JACKSON LEWIS P.C.

Dated: 4/11/2023

By:   
Cary G. Palmer  
Erika M. Barbara  
Attorneys for Defendant Grocery Outlet Inc.

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4894-7074-1339, v. 1

# **EXHIBIT "1"**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

REGINALD ANTONIO CHAVIS JR.,  
an individual, on behalf of himself and  
others similarly situated,

PLAINTIFF,

v.

GROCERY OUTLET INC.; and  
DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 34-2021-00309003

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

**ATTENTION: ALL PERSONS EMPLOYED BY GROCERY OUTLET INC. AS NON-EXEMPT EMPLOYEES AT DEFENDANT'S REGIONAL FULFILLMENT CENTERS IN CALIFORNIA FROM SEPTEMBER 29, 2017 THROUGH DECEMBER 31, 2022:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE**

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for Sacramento County entered [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Sacramento on behalf of all persons currently and formerly employed by Grocery Outlet, Inc. ("Defendant") as non-exempt employees at Defendant's Regional Fulfillment Centers in California from September 29, 2017 to December 31, 2022 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

The "Released Parties" in the Action include: (i) Defendant; (ii) each of Defendant's past, present and future direct and indirect parent companies; (iii) the respective past, present and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present and future shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California at Defendant's Regional Fulfillment Centers during the Class Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

**I. BACKGROUND OF THE CASE**

On September 29, 2021, Plaintiff Reginald Antonio Chavis, Jr. filed a complaint against Defendant in the Sacramento County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California for unpaid wages and penalties for alleged wage and hour violations of the California Labor Code, and claims under the California Business and Professions Code section 17200, *et seq.* On December 7, 2021, Plaintiff filed a First Amended Class Action and Representative Action Complaint, which asserted the same claims as the Action and added a claim for penalties for wage and hour violations under the California Private Attorneys' General Act ("PAGA"). On December 20, 2022, Plaintiff filed a Second Amended Class Action and Representative Action Complaint that defines the putative class as all persons currently and formerly employed by Defendant as non-exempt employees at Defendant's Regional Fulfillment Centers in California from September 29, 2017 to trial, and alleges claims for unpaid wages, penalties for alleged wage and hour violations of the California Labor Code and PAGA, and claims under the California Business and Professions Code section 17200, *et seq.* ("Complaint"). The term "Action" means this putative class and representative action pending in Sacramento

County Superior Court, Case No. 34-2021-00309003. The class period is from September 29, 2017 to December 31, 2022 (the “Class Period”).

Plaintiff’s Complaint alleges a failure to pay overtime wages and minimum wages, failure to timely pay final wages, failure to provide accurate wage statements, unfair competition, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment Centers in California from September 29, 2017 to the present. Plaintiff’s Complaint seeks recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims, and denies that Plaintiff and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in extensive private settlement negotiations. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a class wide and PAGA Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$450,000 for all claims, attorneys’ fees and costs, enhancement award, penalties, and settlement administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$150,000, attorneys’ costs not to exceed \$15,000, an Enhancement Award to the Class Representative not to exceed \$7,500, the fees and expenses of the settlement administrator estimated not to exceed \$2,500, and \$15,000 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period.

This notice will list for each Class Member the number of weeks each Class Member worked during the Class Period and his/her estimated Settlement Award.

### **B. Settlement Formula, and Settlement Awards**

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as one-third (1/3) alleged unpaid wages for which IRS Forms W-2 will issue and two-thirds (2/3) for alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by reference to Defendant’s records. The Settlement Administrator or Defendant, based on Defendant’s records, will calculate the number of workweeks for each Class Member during the Class Period. The number of weeks worked will be calculated by dividing by seven (7) the total number of days worked by the Class Member for Defendant in California during the Class Period. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one (1) day as a Class Member, such Class Member will be credited with having worked one (1) workweek for purposes of the Settlement.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

**C. Calculations to Be Based on Defendant's Records**

For each Class Member, the amount payable to the Class Member will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member to the Settlement Administrator. The dispute will be resolved by the Settlement Administrator as described in Section E below.

**D. Release of Claims**

The Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative Complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to California Labor Code sections 200, 201, 202, 203, 226, 226.2, 226.3, 226.6, 510, 558, 558.1, 1194, 1199, 2698, *et seq.*, California Business and Professions Code section 17200, *et seq.*, class and representative claims, the applicable Wage Order(s), and all claims for or related to alleged unpaid wages, overtime or double time wages, regular rate of pay, timely payment of wages at separation, itemized wage statements, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, injunctive relief, declaratory relief, accounting, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims, allegations, and damages alleged in the Action, from September 29, 2017 through December 31, 2022 (collectively "Released Claims"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Claims.

**E. Resolution of Workweek Disputes**

If a Class Member disputes the accuracy of Defendant's records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

**F. Enhancement Award for the Class Representative**

Subject to approval by the Court, the Class Representative will receive an Enhancement Award up to \$7,500. This payment will be made for his service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

**G. Attorneys' Fees and Costs**

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$150,000, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

**III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**

**A. Excluding Yourself from the Settlement**

If you do not wish to participate in the Settlement, you may be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First-Class U.S. Mail, or the equivalent, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

The Request for Exclusion must be postmarked no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked by [REDACTED], your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself from the class action settlement and not from the PAGA Settlement.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

## **B. Objection to Settlement**

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [REDACTED], 2023 in Department [REDACTED]. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the Sacramento County Superior Court, 720 Ninth Street, Sacramento, California 95814, and send copies to the Claims Administrator, and Counsel as follows:

### CLASS COUNSEL

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

### DEFENDANT'S COUNSEL

Cary G. Palmer, Esq.  
Erika M. Barbara, Esq.  
JACKSON LEWIS P.C.  
400 Capitol Mall, Suite 1600  
Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, Sacramento County Superior Court, 720 Ninth Street, Sacramento, California 95814, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than sixty (60) calendar days after the Settlement Administrator mails this Class Notice to the Class Members. **DO NOT TELEPHONE THE COURT.**

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Sacramento County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than sixty (60) days after the Settlement Administrator mails this Class Notice to Class Members. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] a.m./p.m. (Pacific Time) on [REDACTED], in Department [REDACTED], Superior Court of the State of California for the County of Sacramento, or such other later date as the Court may authorize.

You may also learn more about making a remote appearance in this matter by reviewing the webpage located at <https://www.saccourt.ca.gov/general/coronavirus.aspx>

## **IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

**V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department [REDACTED] of the Superior Court of the State of California in and for the County of Sacramento on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED] and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-three and one-third percent (33 1/3%) of the Settlement for attorneys' fees, which equals \$150,000, and not more than \$15,000 for attorneys' costs.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant ("Settlement Agreement") which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, at 720 Ninth Street, Sacramento, California 95814. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

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

Telephone: (818) 990-8300  
Facsimile: (818) 990-2903  
E-mail: [eric@kingsleykingsley.com](mailto:eric@kingsleykingsley.com)  
E-mail: [kelsey@kingsleykingsley.com](mailto:kelsey@kingsleykingsley.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR  
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

**BY ORDER OF THE SUPERIOR COURT**

## **EXHIBIT "2"**

1 KINGSLEY & KINGSLEY, APC  
2 ERIC B. KINGSLEY, Esq. (SBN 185123)  
3 *eric@kingsleykingsley.com*  
4 KELSEY M. SZAMET, Esq. (SBN 260264)  
5 *kelsey@kingsleykingsley.com*  
6 16133 Ventura Blvd., Suite 1200  
7 Encino, CA 91436  
8 (818) 990-8300, Fax (818) 990-2903

6 DAVTYAN LAW FIRM, INC.  
7 EMIL DAVTYAN, Esq. (SBN 299363)  
8 *emil@davtyanlaw.com*  
9 880 E. Broadway  
10 Glendale, CA 91205  
11 Tel: (818) 875-2008, Fax: (818) 722-3974

9 Attorneys for Plaintiff  
10 REGINALD ANTONIO CHAVIS JR.  
11 and the Proposed Classes

12 SUPERIOR COURT OF CALIFORNIA  
13 COUNTY OF SACRAMENTO

15 REGINALD ANTONIO CHAVIS JR.,  
16 an individual, on behalf of himself and  
17 others similarly situated,

17 PLAINTIFF,

18 v.

19 GROCERY OUTLET INC.; and  
20 DOES 1 thru 50, inclusive,

21 DEFENDANTS.

Case No. 34-2021-00309003

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

Date:  
Time:  
Dept.:  
Judge:

Complaint Filed: 9/29/2021  
FAC Filed: 12/7/21  
SAC Filed: 12/20/22  
Trial Date: Not Set

23 Plaintiff Reginald Antonio Chavis, Jr.'s Motion for Preliminary Approval of Class Action  
24 and PAGA Settlement ("Motion") came before this Court on [REDACTED], in Department  
25 [REDACTED] before the Honorable [REDACTED], presiding. The Court having considered the papers  
26 submitted in support of the Motion and good cause appearing therefor,

27 IT IS HEREBY ORDERED:  
28

1  
2           1.       The Court grants preliminary approval of the Settlement and the Settlement Class  
3 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and  
4 Release Between Plaintiff and Defendant (“Stipulation of Settlement”) filed with the Motion. All  
5 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

6           2.       The settlement set forth in the Stipulation of Settlement appears to be fair, adequate  
7 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears  
8 to be presumptively valid, subject only to any objections that may be raised at the final fairness  
9 hearing and final approval by this Court.

10          3.       A final fairness hearing on the question of whether the proposed Settlement,  
11 attorneys’ fees to Class Counsel, costs of administration, and Class Representative’s Enhancement  
12 Award should be finally approved as fair, reasonable and adequate as to the members of the Class  
13 is scheduled in Department        on the date and time set forth in the Implementation Schedule in  
14 Paragraph 10 below.

15          4.       This Court approves, as to form and content, the Notice of Proposed Class Action  
16 Settlement and Hearing Date for Final Court Approval of Settlement (“Class Notice”) (Exhibit 1).  
17 The Court approves the procedure for Class Members to opt out of and to object to the Settlement  
18 as set forth in the Stipulation of Settlement and Class Notice.

19          5.       The Court directs the mailing of the Class Notice by first-class mail to the Class  
20 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The  
21 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the  
22 Implementation Schedule, meet the requirements of due process and provide the best notice  
23 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
24 entitled thereto.

25          6.       It is ordered that the Settlement Class is preliminarily certified for settlement  
26 purposes only.  
27  
28

7. The Court confirms Plaintiff Reginald Antonio Chavis, Jr. as Class Representative, and Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC, and Emil Davtyan of Davtyan Law Firm, Inc. as Class Counsel.

8. The Court confirms the appointment of XPand Legal as the Settlement Administrator.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for opting out of the class has elapsed.

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

|    |                                                                                                                                                     |                                                            |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| a. | Deadline for Defendant to Submit Class Member Information to Settlement Administrator                                                               | 30 calendar days after Order Granting Preliminary Approval |
| b. | Deadline for Settlement Administrator to Mail Class Notice to Class Members                                                                         | 45 calendar days after Order Granting Preliminary Approval |
| c. | Deadline for Class Members to Postmark Requests for Exclusion                                                                                       | 60 calendar days after mailing of Class Notice             |
| d. | Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement                                                | 60 calendar days after mailing of Class Notice             |
| e. | Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards | 16 Court days before Final Approval Hearing                |
| f. | Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing                                                     | 16 Court days before Final Approval Hearing                |
| g. | Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)                                       | 10 calendar days before Final Approval Hearing             |

|    |                                                                                                                                                                                                |                                                                                                                                                                |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| h. | Final Fairness Hearing and Final Approval                                                                                                                                                      | Date: _____, 2022<br>Time: _____<br>Department: _____                                                                                                          |
| i. | Deadline for Defendant to fund settlement                                                                                                                                                      | 30 calendar days after Effective Date                                                                                                                          |
| j. | Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)                             | 35 calendar days after Effective Date                                                                                                                          |
| k. | Deadline for Class Members to cash Settlement checks (if Settlement is Effective)                                                                                                              | 180 calendar days after Settlement Administrator mails Settlement Awards and Enhancement Awards                                                                |
| l. | Deadline for Settlement Administrator to distribute uncashed Settlement checks amount to <i>cy pres</i> beneficiary (if Settlement is Effective)                                               | Within 14 calendar days after deadline for class members to cash Settlement checks                                                                             |
| m. | Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to LWDA (if Settlement is Effective) | Within 21 calendar days after deadline for Settlement Administrator to pay any unclaimed residue from uncashed Settlement checks to <i>cy pres</i> beneficiary |

**IT IS HEREBY ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

# **EXHIBIT "3"**

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11 Tel: (818) 875-2008, Fax: (818) 722-3974

12 Attorneys for Plaintiff  
13 REGINALD ANTONIO CHAVIS JR.  
14 and the Proposed Classes

15 SUPERIOR COURT OF CALIFORNIA  
16 COUNTY OF SACRAMENTO

15 REGINALD ANTONIO CHAVIS JR.,  
16 an individual, on behalf of himself and  
17 others similarly situated,

17 PLAINTIFF,

18 v.

19 GROCERY OUTLET INC.; and  
20 DOES 1 thru 50, inclusive,

21 DEFENDANTS.

Case No. 34-2021-00309003

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGEMENT OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date:  
Time:  
Dept.:  
Judge:

Complaint Filed: 9/29/2021  
FAC Filed: 12/7/21  
SAC Filed: 12/20/22  
Trial Date: Not Set

23  
24 The above-referenced Class and Representative PAGA action ("Action") having come  
25 before the Court on [REDACTED], in Department [REDACTED] before the Honorable [REDACTED],  
26 presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement  
27 and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order  
28 ("Preliminary Approval Order"), filed and entered [REDACTED], and as set forth in the Joint

1 Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant  
2 (“Stipulation of Settlement”) in this Action, and due and adequate notice having been given to all  
3 Class Members as required in the Preliminary Approval Order, and the Court having considered all  
4 papers filed and proceedings had herein and otherwise being fully informed, and good cause  
5 appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

7 1. All terms used herein shall have the same meaning as defined in the Stipulation of  
8 Settlement.

9 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms  
10 “Settlement Class” and “Class Members” shall mean the following: all persons currently and  
11 formerly employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment  
12 Centers in California from September 29, 2017 to December 31, 2022. The Settlement Class,  
13 however, shall not include any person who previously settled or released the claims covered by this  
14 Settlement, or any person who previously was paid or received awards through civil or  
15 administrative actions for the claims covered by this Settlement, or any person who submitted a  
16 timely and valid Request for Exclusion as provided in this Settlement. The “Class Period” shall be  
17 September 29, 2017 to December 31, 2022. For purposes of the Settlement and this Final Order,  
18 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:  
19 (i) Defendant Grocery Outlet, Inc. (“Defendant”); (ii) each of Defendant’s past, present and future  
20 direct and indirect parent companies; (iii) the respective past, present and future direct and indirect  
21 subsidiaries and affiliates of any of the foregoing; (iv) the past, present and future shareholders,  
22 directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and  
23 assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with  
24 any of the foregoing.

25 3. This Court has jurisdiction over the subject matter of this Action and over all Parties  
26 to this Action, including all Class Members.

27 4. Distribution of the Class Notice directed to the Class Members as set forth in the  
28 Stipulation of Settlement and the other matters set forth therein has been completed in conformity

1 with the Preliminary Approval Order, including notice to all Class Members who could be  
2 identified through reasonable effort, and is the best notice practicable under the circumstances. The  
3 Class Notice provided due and adequate notice of the proceedings and of the matters set forth  
4 therein, including the proposed Settlement set forth in the Stipulation of Settlement, to all persons  
5 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.  
6 All Class Members and all Released Claims are covered by and included within the Settlement and  
7 this Final Order.

8         5.       The Court hereby finds the Settlement was entered into in good faith pursuant to and  
9 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds  
10 that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and  
11 applicable requirements for final approval of this class action Settlement under California  
12 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule  
13 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*  
14 (1971) 4 Cal.3d 800, 821.

15         6.       The Court hereby approves the Settlement set forth in the Stipulation of Settlement  
16 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties  
17 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been  
18 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court  
19 further finds that the Parties have conducted extensive investigation and research, and counsel for  
20 the Parties are able to reasonably evaluate their respective positions. The Court also finds that  
21 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks  
22 that would be presented by the further prosecution of the Action. The Court has reviewed the  
23 benefits that are being granted as part of the Settlement and recognizes the significant value to the  
24 Class Members. The Court also finds that the Class is properly certified as a class for settlement  
25 purposes only.

26         7.       As of the date of entry of this Final Order, each and every Released Claim  
27 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member  
28 is and shall be deemed to be conclusively released as against the Released Parties. As of the date

1 of this Final Order, the Class Representative and each and every Class Member who have not  
2 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from  
3 prosecuting the Released Claims, except as to such rights or claims as may be created by the  
4 Settlement, against Defendant and the Released Parties from any and all claims under state, federal  
5 and local law ultimately alleged in this Action and that reasonably could have been alleged in this  
6 Action based on the factual allegations contained in the operative Complaint in this Action and any  
7 amendments thereto, as to the Class Members, including but not limited to: California Labor Code  
8 sections 200, 201, 202, 203, 226, 226.2, 226.3, 226.6, 510, 558, 558.1, 1194, 1199, 2698, *et seq.*,  
9 California Business and Professions Code section 17200, *et seq.*, class and representative claims,  
10 the applicable Wage Order(s), and all claims for or related to alleged unpaid wages, overtime or  
11 double time wages, regular rate of pay, timely payment of wages at separation, itemized wage  
12 statements, unfair competition, unfair business practices, unlawful business practices, fraudulent  
13 business practices, injunctive relief, declaratory relief, accounting, liquidated damages, penalties of  
14 any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA  
15 penalties), interest, fees, costs, as well as all other claims, allegations, and damages alleged in the  
16 Action, from September 29, 2017 through December 31, 2022 (collectively “Released Claims”).  
17 Expressly excluded from the release are claims for retaliation, discrimination, unemployment  
18 insurance, disability, workers’ compensation, and claims outside the Released Claims. The release  
19 of claims shall not include any claims that cannot be released as a matter of law. In addition, as of  
20 the date of this Final Order, the Class Representative and the Settlement Class, and each member  
21 of the Class who has not submitted a valid Request for Exclusion, are forever barred and enjoined  
22 from instituting or accepting damages or obtaining relief against the Released Parties for any period  
23 from September 29, 2017 to December 31, 2022, relating to the Released Claims.

24         8.       Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement  
25 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding  
26 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other  
27 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred  
28 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or

1 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any  
2 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of  
3 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed  
4 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses  
5 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any  
6 action or proceeding in any court, administrative agency or other tribunal for any purpose  
7 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,  
8 the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any  
9 of the Released Parties may file in this Action, or submit in any other proceeding, the Final Order,  
10 the Stipulation of Settlement, and any other papers and records on file in this Action as evidence of  
11 the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of  
12 claim or issue preclusion or similar defense as to the Released Claims.

13 9. The Court hereby enters judgment in the entire Action as of the filing date of this  
14 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the  
15 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the  
16 interpretation, implementation and enforcement of the Settlement and all orders entered in  
17 connection therewith pursuant to California Code of Civil Procedure section 664.6.

18 10. The Court finds the settlement payments provided for under the Settlement to be fair  
19 and reasonable in light of all of the circumstances. The Court orders the calculations and the  
20 payments to be made and administered in accordance with the terms of the Settlement.

21 11. The Court hereby confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &  
22 Kingsley, APC, and Emil Davtyan of Davtyan Law Firm, Inc. as Class Counsel in this Action.

23 12. The Court further finds that the common fund doctrine is applicable to this Action  
24 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be  
25 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the  
26 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,  
27 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The  
28 Court finds the attorneys' fees request of thirty-three and one-third percent (33 1/3%) of the

1 common fund to be appropriate compensation for Class Counsel. The attorneys' fees request is  
2 within the range that has been approved by other courts in similar cases and reasonable in light of  
3 the circumstances of this Action, the substantial and beneficial results obtained on behalf of the  
4 Class, and the contingent nature of the recovery over the course of this Action, which included  
5 potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of  
6 the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court  
7 hereby awards Class Counsel attorneys' fees in the amount of \$150,000.00 and attorneys' costs in  
8 the amount of \$15,000, from the Gross Settlement Amount as final payment for and complete  
9 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and  
10 any other person or entity related to this Action. The Court further orders that the award of  
11 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of  
12 the Stipulation of Settlement and made payable to and deposited into the bank account of "Kingsley  
13 & Kingsley, APC" as Class Counsel in this Action.

14 13. The Court also hereby approves and orders payment of an Enhancement Award to  
15 Plaintiff and Class Representative Reginald Antonio Chavis, Jr. in the amount of \$7,500.00 from  
16 the Gross Settlement Amount.

17 14. The Court also hereby approves and orders payment in the amount of \$15,000.00  
18 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and  
19 Workforce Development Agency.

20 15. The Court also hereby approves and orders payment from the Gross Settlement  
21 Amount for actual claims administration expenses incurred by the Claims Administrator, XPand  
22 Legal, in the amount of \$11,500.

23 16. The Court also hereby approves and orders that any residue from uncashed  
24 settlement award checks after the expiration date will be paid out to Koinonia Family Services, a  
25 non-profit 501(c)(3) organization with child advocacy programs within the State of California, as  
26 the *cy pres* recipient pursuant to California Code of Civil Procedure section 384(b); any residue  
27 received by Koinonia Family Services shall be used solely for child advocacy programs within the  
28 State of California pursuant to Code of Civil Procedure section 384(b).

1  
2           17.     The Court also hereby finds and orders that the Stipulation of Settlement is and  
3 constitutes a fair, adequate and reasonable compromise of the Released Claims against Defendant  
4 and the Released Parties.

5           18.     Provided the Settlement becomes effective under the terms of the Stipulation of  
6 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved  
7 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the  
8 Implementation Schedule within the Preliminary Approval Order.

9           19.     The Court also hereby finds that there were no objections to the Settlement raised  
10 by any person on the record at the hearing on the Final Approval Order.

11           **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

12  
13 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

# EXHIBIT "B"

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

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

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

# EXHIBIT "C"

# THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

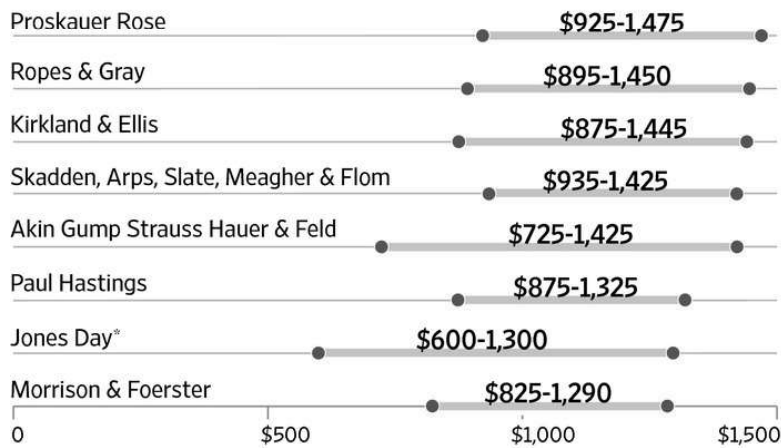
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

## Top Billers

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



\*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Write to** Sara Randazzo at [sara.randazzo@wsj.com](mailto:sara.randazzo@wsj.com) and Jacqueline Palank at [jacqueline.palank@wsj.com](mailto:jacqueline.palank@wsj.com)

EXHIBIT "D"

# LAFFEY MATRIX

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|                  |                      |                         | Years Out of Law School * |       |       |       |       |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|-------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>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)

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

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

EXHIBIT "E"

Grocery Outlet Inc. adv. Chavis Jr., Reginald Antonio  
Reginald Antonio Chavis Jr. • 916-821-1230 • reginaldchavis7@gmail.com

Historic Cost

|                                     |  |                                           |                                                                                                                              |                                           |
|-------------------------------------|--|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Postage Cost                        |  |                                           |                                                                                                                              | \$8,147.61                                |
| Created: 8/21/2023 at 4:24 PM       |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>Postage Cost |  | Date Incurred<br>8/21/2023                | Payee<br>DocuSign                                                                                                            |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$119.68                                  |
| Created: 5/11/2023 at 11:38 AM      |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Payee<br>One Legal                        | Docs<br> OLINV#04955198 GO 5.1.23.pdf     |                                           |
| Date Incurred<br>5/1/2023           |  | Description<br>OLINV#04955198 GO 5.1.23   |                                                                                                                              |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$411.80                                  |
| Created: 4/27/2023 at 8:12 AM       |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Payee<br>One Legal                        | Docs<br> OLINV#04901942 GO 4.11.23.pdf    |                                           |
| Date Incurred<br>4/11/2023          |  | Description<br>OLINV#04901942 GO 4.11.23  |                                                                                                                              |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$77.21                                   |
| Created: 3/23/2023 at 1:26 PM       |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Payee<br>One Legal                        | Docs<br> OLINV#04828385 GO 3.14.23.pdf  |                                           |
| Date Incurred<br>3/14/2023          |  | Description<br>OLINV#04828385 GO 3.14.23  |                                                                                                                              |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$455.04                                  |
| Created: 2/16/2023 at 2:44 PM       |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Payee<br>One Legal                        | Docs<br> OLINV#04716357 GO 1.31.23.pdf  |                                           |
| Date Incurred<br>1/31/2023          |  | Description<br>OLINV#04716357 GO 1.31.23  |                                                                                                                              |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$426.73                                  |
| Created: 2/15/2023 at 12:15 PM      |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Payee<br>One Legal                        | Docs<br> OLINV#04700118 GO 1.25.23.pdf  |                                           |
| Date Incurred<br>1/25/2023          |  | Description<br>OLINV#04700118 GO 1.25.23  |                                                                                                                              |                                           |
| Postage Cost                        |  |                                           |                                                                                                                              | \$5.80                                    |
| Created: 1/20/2023 at 5:06 PM       |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>Postage Cost |  | Date Incurred<br>1/20/2023                | Payee<br>DocuSign                                                                                                            |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$182.99                                  |
| Created: 12/28/2022 at 4:15 PM      |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Payee<br>One Legal                        | Docs<br> OLINV#04630008 GO 12.27.22.pdf |                                           |
| Date Incurred<br>12/27/2022         |  | Description<br>OLINV#04630008 GO 12.27.22 |                                                                                                                              |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$371.39                                  |
| Created: 12/28/2022 at 3:01 PM      |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Payee<br>One Legal                        | Docs<br> OLINV#04623807 GO 12.22.22.pdf |                                           |
| Date Incurred<br>12/22/2022         |  | Description<br>OLINV#04623807 GO 12.22.22 |                                                                                                                              |                                           |
| Filing Fee                          |  |                                           |                                                                                                                              | \$1,148.41                                |
| Created: 11/7/2022 at 12:10 PM      |  |                                           |                                                                                                                              |                                           |
| Trialworks TaskCode<br>filing fee   |  | Date Incurred<br>10/21/2022               | Payee<br>One Legal                                                                                                           | Description<br>OLINV#04471249 GO 10.21.22 |

8/23/23, 9:05 AM

Filevine - Grocery Outlet Inc. adv. Chavis Jr., Reginald Antonio

|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <div><div>Docs</div><div> OLINV#04471249 GO 10.21.22.pdf</div></div> |                                                                        |                                                                                                                                                          |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Filing Fee                                                                                                                                         |                                                                        |                                                                                                                                                          | \$119.16                                                               |
| Created: 10/24/2022 at 12:19 PM                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div>                                                                                     | <div><div>Payee</div><div>One Legal</div></div>                        | <div><div>Docs</div><div> OLINV#04452356 GO 10.14.22.pdf</div></div>  |                                                                        |
| <div><div>Date Incurred</div><div>10/14/2022</div></div>                                                                                           | <div><div>Description</div><div>OLINV#04452356 GO 10.14.22</div></div> |                                                                                                                                                          |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Postage Cost                                                                                                                                       |                                                                        |                                                                                                                                                          | \$5.80                                                                 |
| Created: 9/13/2022 at 9:55 AM                                                                                                                      |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>Postage Cost</div></div>                                                                                   | <div><div>Date Incurred</div><div>9/13/2022</div></div>                | <div><div>Payee</div><div>DocuSign</div></div>                                                                                                           |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Filing Fee                                                                                                                                         |                                                                        |                                                                                                                                                          | \$119.16                                                               |
| Created: 7/20/2022 at 12:35 PM                                                                                                                     |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div>                                                                                     | <div><div>Payee</div><div>One Legal</div></div>                        | <div><div>Docs</div><div> OLINV#04186251 GO 6.30.22.pdf</div></div>   |                                                                        |
| <div><div>Date Incurred</div><div>6/30/2022</div></div>                                                                                            | <div><div>Description</div><div>OLINV#04186251 GO 6.30.22</div></div>  |                                                                                                                                                          |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Filing Fee                                                                                                                                         |                                                                        |                                                                                                                                                          | \$119.94                                                               |
| Created: 6/24/2022 at 1:44 PM                                                                                                                      |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div>                                                                                     | <div><div>Date Incurred</div><div>6/20/2022</div></div>                | <div><div>Payee</div><div>One Legal</div></div>                                                                                                          | <div><div>Description</div><div>OLINV#04158494 GO 6.20.22</div></div>  |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Filing Fee                                                                                                                                         |                                                                        |                                                                                                                                                          | \$119.94                                                               |
| Created: 6/8/2022 at 10:36 AM                                                                                                                      |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div>                                                                                     | <div><div>Payee</div><div>One Legal</div></div>                        | <div><div>Docs</div><div> OLINV#04111481 GO 5.31.22.pdf</div></div> |                                                                        |
| <div><div>Date Incurred</div><div>5/31/2022</div></div>                                                                                            | <div><div>Description</div><div>OLINV#04111481 GO 5.31.22</div></div>  |                                                                                                                                                          |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Postage Cost                                                                                                                                       |                                                                        |                                                                                                                                                          | \$5.80                                                                 |
| Created: 5/9/2022 at 2:37 PM                                                                                                                       |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>Postage Cost</div></div>                                                                                   | <div><div>Date Incurred</div><div>5/9/2022</div></div>                 | <div><div>Payee</div><div>DocuSign</div></div>                                                                                                           |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Filing Fee                                                                                                                                         |                                                                        |                                                                                                                                                          | \$114.79                                                               |
| Created: 3/10/2022 at 12:35 PM                                                                                                                     |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div>                                                                                     | <div><div>Payee</div><div>One Legal</div></div>                        | <div><div>Docs</div><div> OLINV#03878370 GO 2.23.22.pdf</div></div> |                                                                        |
| <div><div>Date Incurred</div><div>2/23/2022</div></div>                                                                                            | <div><div>Description</div><div>OLINV#03878370 GO 2.23.22</div></div>  |                                                                                                                                                          |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Postage Cost                                                                                                                                       |                                                                        |                                                                                                                                                          | \$5.80                                                                 |
| Created: 1/19/2022 at 5:33 PM                                                                                                                      |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>Postage Cost</div></div>                                                                                   | <div><div>Date Incurred</div><div>1/19/2022</div></div>                | <div><div>Payee</div><div>DocuSign</div></div>                                                                                                           |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Filing Fee                                                                                                                                         |                                                                        |                                                                                                                                                          | \$113.50                                                               |
| Created: 2/3/2022 at 12:05 PM                                                                                                                      |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div>                                                                                     | <div><div>Payee</div><div>One Legal</div></div>                        | <div><div>Docs</div><div> OLINV#03789010 GO 1.14.22.pdf</div></div> |                                                                        |
| <div><div>Date Incurred</div><div>1/14/2022</div></div>                                                                                            | <div><div>Description</div><div>OLINV#03789010 GO 1.14.22</div></div>  |                                                                                                                                                          |                                                                        |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Mediation Cost                                                                                                                                     |                                                                        |                                                                                                                                                          | \$3,000.00                                                             |
| Created: 1/13/2022 at 9:10 AM                                                                                                                      |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>costs</div></div>                                                                                          | <div><div>Date Incurred</div><div>1/12/2022</div></div>                | <div><div>Payee</div><div>Russ J. Wunderli, Esq. Wunderli Mediation Services</div></div>                                                                 | <div><div>Description</div><div>Mediation fee w/Wunderli</div></div>   |
|                                                                                                                                                    |                                                                        |                                                                                                                                                          |                                                                        |
| Filing Fee                                                                                                                                         |                                                                        |                                                                                                                                                          | \$173.21                                                               |
| Created: 12/28/2021 at 4:20 PM                                                                                                                     |                                                                        |                                                                                                                                                          |                                                                        |
| <div><div>Trialworks TaskCode</div><div>Filing Fee</div></div>                                                                                     | <div><div>Date Incurred</div><div>12/17/2021</div></div>               | <div><div>Payee</div><div>One Legal</div></div>                                                                                                          | <div><div>Description</div><div>OLINV#03735599 GO 12.17.21</div></div> |

Docs

 OLINV#03735599 GO 12.17.21.pdf

|                                                                                                                        |  |                                                                                                                       |                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                                                                                                             |  |                                                                                                                       | \$110.67                                                                                                                                               |
| Created: 12/20/2021 at 3:38 PM                                                                                         |  |                                                                                                                       |                                                                                                                                                        |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div> <div><div>Date Incurred</div><div>12/8/2021</div></div> |  | <div><div>Payee</div><div>One Legal</div></div> <div><div>Description</div><div>OLINV#03714606 GO 12.8.21</div></div> | <div><div>Docs</div><div> OLINV#03714606 GO 12.8.21.pdf</div></div> |

|                                                                                                                         |  |                                                                                                                        |                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                                                                                                              |  |                                                                                                                        | \$109.64                                                                                                                                                |
| Created: 12/15/2021 at 12:57 PM                                                                                         |  |                                                                                                                        |                                                                                                                                                         |
| <div><div>Trialworks TaskCode</div><div>Filing Fee</div></div> <div><div>Date Incurred</div><div>11/18/2021</div></div> |  | <div><div>Payee</div><div>One Legal</div></div> <div><div>Description</div><div>OLINV#03675815 GO 11.18.21</div></div> | <div><div>Docs</div><div> OLINV#03675815 GO 11.18.21.pdf</div></div> |

|                                                                                                                    |  |                                                                                                                   |                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Process Server Fee                                                                                                 |  |                                                                                                                   | \$134.49                                                                                                                                              |
| Created: 11/3/2021 at 4:24 PM                                                                                      |  |                                                                                                                   |                                                                                                                                                       |
| <div><div>Trialworks TaskCode</div><div>Costs</div></div> <div><div>Date Incurred</div><div>10/19/2021</div></div> |  | <div><div>Payee</div><div>OnCall</div></div> <div><div>Description</div><div>OCINV#232350 GO 10.19.21</div></div> | <div><div>Docs</div><div> OGINV#232350 GO 10.19.21.pdf</div></div> |

|                                                                                                                         |  |                                                                                                                        |                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                                                                                                              |  |                                                                                                                        | \$69.49                                                                                                                                                   |
| Created: 10/28/2021 at 11:50 AM                                                                                         |  |                                                                                                                        |                                                                                                                                                           |
| <div><div>Trialworks TaskCode</div><div>Filing Fee</div></div> <div><div>Date Incurred</div><div>10/18/2021</div></div> |  | <div><div>Payee</div><div>One Legal</div></div> <div><div>Description</div><div>OLINV#03605851 GO 10.18.21</div></div> | <div><div>Docs</div><div> OLINV#03605851 GO 10.18.21.pdf</div></div> |

|                                                                                                                        |  |                                                                                                                       |                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                                                                                                             |  |                                                                                                                       | \$537.91                                                                                                                                                 |
| Created: 10/11/2021 at 1:46 PM                                                                                         |  |                                                                                                                       |                                                                                                                                                          |
| <div><div>Trialworks TaskCode</div><div>Filing Fee</div></div> <div><div>Date Incurred</div><div>10/4/2021</div></div> |  | <div><div>Payee</div><div>One Legal</div></div> <div><div>Description</div><div>OLINV#03577646 GO 10.4.21</div></div> | <div><div>Docs</div><div> OLINV#03577646 GO 10.4.21.pdf</div></div> |

|                                                                  |  |                                                         |        |
|------------------------------------------------------------------|--|---------------------------------------------------------|--------|
| Postage Cost                                                     |  |                                                         | \$7.86 |
| Created: 9/30/2021 at 12:10 PM                                   |  |                                                         |        |
| <div><div>Trialworks TaskCode</div><div>Postage Cost</div></div> |  | <div><div>Date Incurred</div><div>9/29/2021</div></div> |        |

|                                                            |                                                         |                                                 |        |
|------------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|--------|
| Created: 9/29/2021 at 11:23 AM                             |                                                         |                                                 | \$0.60 |
| <div><div>Trialworks TaskCode</div><div>Copies</div></div> | <div><div>Date Incurred</div><div>9/29/2021</div></div> | <div><div>Payee</div><div>Paper Cut</div></div> |        |

|                                                                                                                        |                                            |                                                                                                                                                              |                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                                                                                                             |                                            |                                                                                                                                                              | \$75.00                                                                                                                                                                                                                                         |
| Created: 9/29/2021 at 10:17 AM                                                                                         |                                            |                                                                                                                                                              |                                                                                                                                                                                                                                                 |
| <div><div>Trialworks TaskCode</div><div>Filing Fee</div></div> <div><div>Date Incurred</div><div>9/29/2021</div></div> | <div><div>Payee</div><div>LWDA</div></div> | <div><div>Description</div><div>State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation Grocery Outlet</div></div> | <div><div>Docs</div><div> State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation Grocery Outlet.pdf</div></div> |

(Proof of Submission to the LWDA)

# EXHIBIT "F"

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

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

On August 23, 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:

|                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>JACKSON LEWIS P.C.</b><br/>Cary G. Palmer<br/><a href="mailto:cary.palmer@jacksonlewis.com">cary.palmer@jacksonlewis.com</a><br/>Erika M. Barbara<br/><a href="mailto:erika.barbara@jacksonlewis.com">erika.barbara@jacksonlewis.com</a><br/>400 Capitol Mall, Suite 700<br/>Sacramento, CA 95814<br/><br/><i>Attorneys for Defendant</i></p> | <p style="text-align: center;"><b>D.LAW, INC.</b><br/>Emil Davtyan<br/><a href="mailto:emil@d.law">emil@d.law</a><br/>400 N. Brand Blvd, 7<sup>th</sup> Floor<br/>Glendale, CA 91203<br/><br/><i>Attorneys for Plaintiff</i></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

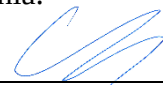
**[ ] (BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware 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 August 23, 2023, at Woodland Hills, California.

  
\_\_\_\_\_  
Michelle Tanzer