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

Attorneys for Plaintiff and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

FIDEL PEREZ, an individual, on behalf of himself and others similarly situated,

PLAINTIFF,

v.

FAM, LLC; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV33308

[Case Assigned for All Purposes to Hon. Timothy Patrick Dillon in Dept. 15]

DECLARATION OF ERIC B. KINGSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS

Date: June 22, 2026
Time: 10:00 AM
Dept.: 15

Complaint Filed: September 9, 2021
Trial Date: None Set

DECLARATION OF ERIC B. KINGSLEY

I, ERIC B. KINGSLEY, declare as follows:

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

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

3. I graduated from the University of California, Santa Barbara, in 1993 with a degree in History. I graduated from Loyola Law School of Los Angeles in 1996. 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 Class Action and PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit "1".

LITIGATION BACKGROUND

5. Plaintiff Fidel Perez filed this action on September 9, 2021, alleging claims for 1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199; 2) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; 3) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; 4) Violation of Labor Code § 226(a); 5) Penalties Pursuant to Labor Code § 203; and 6) Violation of Business & Professions Code § 17200.

6. On September 9, 2021, in compliance with Labor Code § 2699.3(a)(l), written notice was provided via online filing to the LWDA, setting forth the facts and theories of the violations alleged against Defendant.

7. On November 15, 2021, Plaintiff filed a First Amended Complaint, adding an additional claim for civil penalties pursuant to Labor Code section 2699, *et seq.* ("PAGA") based

upon the same alleged Labor Code violations at issue in the complaint.

8. FAM filed a Motion to Compel Arbitration on February 25, 2022, and the Court denied Defendant's Motion on May 10, 2022.

9. Defendant appealed this decision.

10. After submission of the opening and respondent's briefs, FAM chose to dismiss the appeal.

11. The Parties filed a Joint Stipulation to Dismiss Defendant's Appeal on August 28, 2023, and the case was sent back to the trial court.

12. FAM's attorney informed Plaintiff's counsel of a settlement in *Luevanos v. Fambrands, LLC*, LASC Case no. BC620740, and provided documentation of that settlement releasing the claims in this action from May 23, 2012 through May 31, 2019.

13. On November 21, 2025, in light of the settlement, Plaintiff filed a Second Amended Complaint adding a claim for meal breaks.

THE DISCOVERY PROCESS AND MEDIATION

14. Plaintiff served an initial round of written discovery, but the parties thereafter agreed to proceed with informal discovery for mediation purposes.

15. On May 24, 2024, the Parties participated in an all-day mediation presided over by Jason Marsili, Esq. which let to this Agreement to settle the Action.

16. In preparation for mediation, Defendant produced all of the timekeeping and payroll records that it was able to obtain; relevant handbooks and other policy documents; Perez's personnel file; and emails from its HR department to employees regarding FAM's temperature check policy and its encouragement of employees to clock into work using an app on their personal phones.

17. It is Plaintiffs' position that the Parties engaged in sufficient formal and informal discovery to allow the Parties to fully investigate the claims at issue and understand their strengths and weakness and to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

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

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

20. On December 16, 2025, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Administrator send notice to the Class, and setting a date for the Final Approval and Fairness Hearing.

SETTLEMENT

21. For purposes of Agreement, the settlement class is defined as: "all persons FAM, LLC employed in California and paid on an hourly basis for one or more Workweeks during the Class Period." ("Settlement Class Members," "Class" or "Settlement Class")

22. The Class Period is June 1, 2019, to October 11, 2024, except only for claims for missed meal periods and penalties, for which "Class Period" means the period from November 21, 2021, to October 11, 2024.

23. As of April 8, 2025 (the date of the Agreement), and based on documents and other information produced by Defendant, there are approximately 403 Settlement Class Members.

24. For purposes of the Agreement, the Aggrieved Employees are defined as: "all persons FAM, LLC employed in California and paid on an hourly basis for one or more PAGA

Pay Periods during the PAGA Period." ("Aggrieved Employees").

25. The PAGA Period is September 9, 2020 through October 11, 2024.

26. Based on documents and other information produced by Defendant in connection with the mediation and the negotiation of the Settlement Agreement, there are approximately 356 Aggrieved Employees who collectively worked a total of 14,856 PAGA Pay Periods.

27. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $585,000.00, which includes the sum of the Individual Class Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

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

29. Plaintiff now requests final approval of the allocation of the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Class as follows:

Gross Settlement Amount:	$	585,000.00
Less Class Representative Enhancement	$	7,500.00
Less Class Counsel's Fees:	$	193,050.00
Less Class Counsel's Costs:	$	21,000.00
Less PAGA Payment:	$	25,000.00 *(*$18,750.00 *to the LWDA;* $6,250.00 *to remain in the* Net Settlement Amount*)*
Less Administrator Costs:	$	8,750.00
Net Settlement Amount:	**$**	335,950.00

30. The Agreement permitted a request of up to 35% of the Gross Settlement Amount, but Class Counsel is seeking only 33%.

CLASS NOTICE

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

///

///

THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT

32. As to the first Dunk factor, this settlement is the result of adversarial, non-collusive, and arm's-length negotiations overseen by an experienced mediator. All settlement discussions were made by experienced and informed counsel, who believe that this settlement represents a favorable resolution for the Settlement Class Members.

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

34. Second, the Parties engaged in formal and informal discovery that permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

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

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

37. Class Counsel is thus qualified to evaluate the class claims and viability of the defenses. 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 Settlement Class Member of over $800 is substantial, given the risks inherent in litigation and the defenses asserted.

CLASS COUNSEL'S *KULLAR* ANALYSIS

38. The extensive formal and informal discovery conducted in this matter permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

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

40. Here, Plaintiff alleges that FAM failed to pay for the time it required warehouse employees to undergo pre-work temperature checks from approximately March 15, 2020 through September 30, 2022.

41. Plaintiff specifically alleges that Defendant required Plaintiff and other warehouse

workers to report to the job site and complete temperature checks before the scheduled start of each shift. Plaintiff contends that the temperature checks, in fact, occurred prior to clocking in at both of FAM's California warehouses. The line at the temperature check station caused employees to need to wait over five minutes before clocking in. As such, Plaintiff and the Proposed Class were routinely required to work "off the clock" to complete these temperature checks.

42. However, Defendant vigorously contested this claim. In opposition to class certification, and ultimately at trial, Defendant would argue that its HR department sent emails instructing employees to clock in prior to submitting to the temperature check. Thus, Defendant would argue, that its policies were valid and that any violations arising from this policy were one-offs and a deviation from company policy. Defendant would likely produce witnesses in opposition to class certification and at trial that would testify as such. While Plaintiff disagrees with Defendant's arguments, such arguments presented risks on the merits. Beyond the merits risk, Defendant also argued that this claim would be difficult to certify because it requires determining the length of time each class member spent having his/her temperature taken. Although Plaintiff believes this claim is still certifiable, doing so would require expensive expert analyses that would take away from the class's net recovery.

43. Here, Plaintiff alleges that Defendant's companywide practice was to relieve employees for lunch using a bell. Plaintiff contends that he can specifically identify violations arising from this procedure through the timekeeping and payroll data that the bell did not always give employees enough time to clock out before the fifth hour of work. Moreover, there were often long lines at the timeclock both leaving and returning from lunch. Thus, Plaintiff alleges that even where the data might show a 30-minute meal period, employees had to spend part of this time waiting to clock back in, meaning that the full 30 minutes was not "uninterrupted," and part of the time was under the employer's control. Plaintiff further alleges that walking from the workstation to the break area was approximately a three-minute walk.

44. However, Defendant contends that it implemented a 40-minute meal period to allow employees to still receive a 30-minute break, taking into account the time spent waiting to access the timeclock and walking to and from the break area. At trial, Defendant would argue that

the implementation of this 40-minute meal period would minimize any liability for meal premiums. Furthermore, as with the temperature check claim, Defendant would further argue that the time spent waiting in line for the time clock or walking to the break area are individualized questions that would vary day-to-day and person-to-person. As such, while Plaintiff still believes that this claim is still certifiable based on review of the time records, Plaintiff still understands the risk of class certification, the risk of prevailing on the merits, and the uncertainty of whether they could collect the full value of the claim if he won.

45. Moreover, Defendant identified at least 106 class members who signed arbitration agreements. Defendant contends that the number of arbitration signers is, in fact, much higher, and that all of these individuals waived their right to participate in a class action. The Parties dispute whether the arbitration agreements are valid, but Plaintiff acknowledges the risk that Defendant could prevail if this case moves forward.

46. Plaintiffs and the Class Members' rest period claims arise from an alleged common course of conduct wherein Defendant did not provide employees with the opportunity to take a third 10- minute rest break during their shifts in compliance with California law.

47. Here, Plaintiff maintains that Defendant failed to maintain an accurate policy advising Plaintiff and the Class of its right to take third rest breaks. Plaintiff and the proposed Class Members consistently worked shifts of up to ten (10) hours and were not authorized or permitted to take third rest breaks.

48. Specifically, Plaintiff alleges that FAM had a policy not to allow a third rest period on shifts over 10 hours. Its handbook states that a third rest break will be provided on these shifts, but in practice, Defendant provided breaks to groups of employees at the same time. Plaintiff contends that while warehouses had a bell that would ring to advise a group of employees that they could leave on break, the bell was not programmed to ring for a third rest break on shifts over 10 hours. On those shifts, the manager determined when employees would be relieved for a break. Thus, Plaintiff contends that common practice was not to relieve employees for a third rest break on shifts of over 10 hours because the shift was going to be ending soon. Plaintiff further contends that he asked whether Defendant would provide a third rest break but was told that it's not provided

because the shift was about to end.

49. However, Defendant would argue any missed third breaks were confined to a brief period and few class members. At deposition, Plaintiff testified he and others in the receiving section of FAM's larger warehouse had to ask for third breaks on shifts of 10 hours or more, but also stated that they generally got those breaks. Plaintiff further testified that once a new supervisor took over 15 months into the 65-month class period, he and the others consistently got third breaks on long shifts. Defendant would further rely on Plaintiff's testimony about his experience at a smaller warehouse where he finished out his time as Defendant's employee. There, Defendant would argue, a rogue supervisor refused to permit third breaks to Plaintiff and those employees after 10 hours. Thus, Defendant would further argue that was only for the receiving department Plaintiff worked in at that small warehouse and for no more than a six-month period, after which he and the others no longer worked shifts of 10 hours or more.

50. Plaintiff and the Proposed Class routinely used their cell-phones for work-related purposes. Plaintiff alleges that Defendant encouraged warehouse and other employees to use the ADP and Workday apps on their personal phones to clock into work, but did not reimburse them for cell phone use. Despite encouraging cell phone use to clock in and out, FAM's handbook and other written policies do not call for warehouse workers to receive cell phone reimbursements. In addition to the cell phone claim, FAM failed to reimburse home office expenses for the office employees who it required to work from home during COVID. Thus, Plaintiff contends that despite these written policies, Defendant had a practice of requiring class members to use their cell phones and vehicles without reimbursement.

51. However, Defendant would argue only necessary expenses qualify for reimbursement, and, since all class members were free to use company timeclocks, their cellphones may have been convenient but were in no way necessary to clock in or out. Defendant would also argue that most class members did not have any need or opportunity to use their cellphones for work. Those who worked in office jobs could use company phones. And for those in the warehouse, cellphones were against the rules, as Plaintiff stated in his deposition, describing himself as one of the few trusted to use his phone. Defendant further maintains that it never

required class members to use personal vehicles for work-related purposes, and while those with office jobs did work from home, that was for just a few months early in the COVID pandemic. Since then, few or no class members have worked from home; and beginning 2024, Defendant has paid all class members and other employees $50 a month to cover any business use of their cellphones and other personal devices. Based on these risks, Plaintiff believes it was appropriate to discount this claim dramatically for settlement purposes.

52. Plaintiff alleges a derivative claim that Defendants issued wage statements that allegedly violate Labor Code §§ 226(a)(2) and (9). Plaintiff alleges that they and Class Members are issued wage statements that do not accurately show all required information such all applicable hourly rates, and the number of hours worked at the corresponding rate based on Defendant's alleged failure to pay all wages including overtime and meal/rest premiums as discussed above. However, Plaintiff has to recognize that this is a derivative claim. Plaintiff does not argue that Defendant failed to show required information on the paystubs it issued to Class Members, only that the paystubs do not accurately show the information as a result of the other claims alleged. While Plaintiff believes this claim is easily certifiable, Plaintiff has to acknowledge that this is a more difficult argument to prevail on when it comes to assessing liability and a resulting discount for settlement purposes is appropriate.

53. In cases such as here, where the wage statement claim is a derivative claim premised on disputed claims without a "standalone" violation pled, Plaintiff acknowledges that recovery of statutory penalties is likely very difficult. Based on this risk, Plaintiff believes it was appropriate to discount this claim dramatically for settlement purposes.

54. Here, some Class Members, including Plaintiff, are no longer employed by Defendants.

55. Plaintiff contends that Defendants have failed to pay employees wages immediately or within 72 hours of termination and/or resignation by not paying all meal period premiums owed and wages.

56. Therefore, under California Law, Plaintiff contends that "waiting time" penalties would be triggered for each former employee in the class.

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

58. As such, the Agreement's contemplated PAGA payment of $25,000.00 is appropriate.

59. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now. If the Court did eventually certify a rest or wage statement class, trial of a case involving 397 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

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

61. It was very difficult for the Parties to reach this Settlement of $585,000.00. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance of an experienced mediator, Jason Marsili, Esq.

62. Based upon Plaintiff's expert's analysis, Defendant's recent estimates, and Plaintiff's counsel's extrapolation, Plaintiff assessed full value of the Wage/Overtime claim for

403 class members, without any discount, at approximately $225,407.03. This calculation assumed that Settlement Class Members worked an average of 4.43 shifts per week and a total of 5 minutes unpaid per shift. However, Defendant argued that it instructed its employees to clock in prior to submitting to the temperature check, and since this time is off-the- clock and not reflected in the time records, Plaintiff believes this presents a substantial risk and that accepting a discount of the full amount was appropriate.

63. At the time of mediation, the Parties estimated that there were approximately 375 class members. Since then, the class had grown to approximately 403 class members, and as such Plaintiff's counsel extrapolated the assessments to reflect the increase.

64. The full value of the Meal Period claim, without any discount, was approximately $315,014.89. This figure assumes of a 10% violation rate, but as discussed above, Defendant implemented a 40-minute meal period to reduce any meal break violations, and the actual violation rate may be much lower. (Id.) As such, Plaintiff determined that accepting a discount of the full amount was also appropriate.

65. The full value of the Rest Period claim, without any discount, was approximately $284,409.46. This figure assumes a 100% violation rate. Again, Defendant presented considerable arguments against this claim (i.e. this claim is limited to only a few class members for a shorter time period), and as such, the violation rate for this claim may be substantially lower. For the reasons above, Plaintiff determined that accepting a discount of the full amount was again appropriate.

66. With regard to the Reimbursement Claim analysis, Plaintiff believed that it was reasonable to value the potential reimbursement at $10 per month, per employee, for reimbursement of personal cell phone usage and home-office usage during the COVID-19 pandemic. This brought the damages for this claim to $142,629.76.

67. Thus, Plaintiff assesses the maximum exposure of the core wage and hour claims as $967,461.14. Thus, the settlement reached here is approximately 60% of the maximum exposure of the core Labor Code violations before penalties.

68. Plaintiff valued the Wage Statement Penalty Claim, without discount, at $1,612,000

(403 class members × $4,000 maximum wage statement penalty per employee). Due to the risk discussed above that 226(a) liability wouldn't attach under *Naranjo* and *Maldonado*, Plaintiff determined that a steep discount of this claim was fair for settlement purposes.

69. Plaintiff valued the Waiting Time Penalty Claim, tied to the Wage/Overtime claim, at $1,127,632.69. Considering the derivate nature of Labor Code §203 and the dispute over whether class members were owed any wages, Plaintiff determined that accepting a discount on this claim was also appropriate.

70. Finally, Plaintiff calculated the value of the PAGA claim at $1,485,6000.00 for the Aggrieved Employees (using $100 per pay period). The main risk taken into account with PAGA is the discretionary nature of the penalty award.

71. Overall, Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the Settlement Class Members' claims was approximately $4,870,293.83. However, as a result of the substantial risks on the merits and the courts broad discretion in awarding penalties, Class Counsel believes the Gross Settlement Amount of $585,000.00 is fair and reasonable.

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

ATTORNEY COMPETENCE

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

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount

of $255,000 and the court approved the attorneys' fee request of 33 1/3%.

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

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

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

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

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

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

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

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in

the gross amount of $1,500,000.00 and the court granted attorneys' fees request of 33.33%.

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

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

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

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

74. Kingsley Szamet Employment Lawyers filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, Kingsley Szamet Employment Lawyers has moved for class certification in 16 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

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

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

Kingsley Szamet Employment Lawyers co-class counsel).

c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers class counsel).

d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214). contested class certification granted in June 2020.

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

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

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

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

76. There is no governmental participation in this action.

77. The proposed plan of allocation distributes Agreement funds proportionally to each class member's potential damages and should therefore be approved as fair, adequate, and reasonable.

ATTORNEYS' FEE AWARD

78. As detailed fully in the Agreement and set forth above, the Agreement provides for Defendant to create a Gross Settlement Amount of $585,000.00. From that fund, Plaintiff requests an award of attorneys' fees in the amount of $193,050.00, or 33% of the Gross Settlement Amount created on behalf of members of the Class.

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

this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award.

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

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

82. Additionally, there are cases where Class Counsel takes on the extreme risk of attempting to certify a class case, often times turning down class or individual settlement offers that Class Counsel feels are not in the best interest of the class, only to lose class certification and the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services,*

Inc., No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-RGK(FFMx) (C.D. Cal. filed October 5, 2010).

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

84. In addition to appealing class certification denials, Kingsley Szamet Employment Lawyers 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.

85. 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 2.

86. 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

87. Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel's aggregate lodestar amounts to $147,446.00 (without future hours)[1], which represents 189.90 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval.

88. As such, Class Counsel is asking for a multiplier of 1.31.

89. The amount of time spent on this case (over 180 hours to date), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

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

91. The requested hourly rates in this case range from $570.00 per hour to $1,250.00.

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

93. Mr. Kingsley is a 30-year attorney with expertise in wage and hour class action lawsuits.

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

[1] Though Class Counsel will certainly continue to spend time working on this matter for tasks such as preparing for and attending the final approval hearing, overseeing the administration process, and communicating with Settlement Class Members, Plaintiff's Counsel are not requesting approval of future hours.

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

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

97. My office billed for the following five attorneys for work performed on this case: Kelsey M. Szamet, Ari J. Stiller, Jessica Adlouni, Jessica Bulaon, and me.

98. Kelsey M. Szamet is a partner at Kingsley Szamet Employment Lawyers. She received her Bachelor of Arts degree, *cum laude*, from the University of California San Diego and received her law degree from UCLA School of Law in 2008, where she was active in the Women's Law Journal and community-based legal clinics. Ms. Szamet has been practicing since 2008 and is billed at $940 per hour.

99. Jessica Adlouni is an Associate Attorney at Kingsley Szamet Employment Lawyers. She is billed at $690 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from UCLA School of Law in May 2019.

100. Jessi Bulaon is an Associate Attorney at Kingsley Szamet Employment Lawyers. Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of 2021. She is billed at $570 per hour.

101. Ari J. Stiller, a former associate of Kingsley Szamet Employment Lawyers. At the time that he left the firm, he had a billing rate of $725 per hour.

102. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: $1,500 an Hour* states that "a review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between $1,200 and $1,300 an

hour, with top rates at several large law firms exceeding $1,400." The article also explains that "despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn." Finally, the article notes that "the average highest rate paid for law-firm partners was $875 an hour in 2015." This article is attached hereto as Exhibit 3.

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

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

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

106. Finally, Class Counsel's rates are in line with the 2025-2026 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 $1227, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet and Mr. Stiller, is $1,019, a reasonable rate for an attorney with 8-10 years of experience, such as Ms. Adlouni, is $902, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Bulaon, is $625. A true and correct copy of the 2025-2026 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

107. Kingsley Szamet Employment Lawyers' attorneys' fees in the present case are broken down as follows:

ATTORNEY	**HOURS**	**HOURLY RATE**	**TOTALS**
Eric B. Kingsley	11.30	$1,250.00	$14,125.00
Kelsey M. Szamet	29.80	$940.00	$28,012.00

[2] The Court should also note that other California courts approved many of these same rates over 15 years ago. (*See, e.g.*, *Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other grounds, 6 Cal.4th 644, 664 [$450 hourly rate was a reasonable fee based on counsel's knowledge, skill, experience and reputation].)

Jessica Bulaon	13.90	$570.00	$7,923.00
Jessica Adlouni	11.90	$690.00	$8,211.00
Ari Stiller	123.00	$725.00	$89,175.00
KINGSLEY TOTAL ATTORNEYS' FEES	**189.90**		**$147,446.00**

108. Kingsley Szamet Employment Lawyers 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 Plaintiff;

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. preparing for and attending mediation;

l. discussing issues related to damage model calculations;

m. preparing and analyzing damage models;

n. negotiating the terms of the settlement;

o. reviewing and making changes to the Agreement;

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

q. monitoring Notice and settlement administration procedures;

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

109. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 1.31.

110. I believe the request for attorneys' fees in the amount of $193,050.00 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

111. 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, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute.

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

113. To achieve the ultimate result in this case, Class Counsel had to incur substantial risk and expense, and were precluded from taking other fee generating employment for over 180 hours of attorney time.

114. 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.

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

ATTORNEY COSTS

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

this litigation, in the amount of $21,000.00.

117. To date, Kingsley Szamet Employment Lawyers has incurred $20,732.34 in costs.

118. Class Counsel anticipates incurring an additional $395.75 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Agreement, Class Counsel shall not seek an amount in excess of $21,000.00 for litigation costs.

119. As such, Class Counsel is requesting a cost reimbursement of $21,000.00.

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

121. Expenses in this matter to date include costs for filing fees, research, mediation, employment of a database expert to synthesize the tens of thousands of lines of payroll and timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage model, and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached hereto as Exhibit "5". All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class Counsel.

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

122. Finally, Plaintiff's Counsel request an enhancement of $7,500.00 to the named Plaintiff FIDEL PEREZ for his work on behalf of the Class.

123. Class Counsel requests an enhancement for Mr. Perez's valiant effort and time expended in this matter. The time spent by Plaintiff Fidel Perez is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with many Settlement Class Members; making himself available for a full-day of mediation and deposition; and responding promptly to Class Counsel's communications regarding discovery, his deposition, and settlement.

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

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

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

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

128. The Class has benefited from Mr. Perez's action in stepping forward on their behalf to bring this lawsuit.

129. Further, the Class Notice disclosed the enhancement award. (See Agreement Ex. 1 [class notice], p. 3.)

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

131. Under the circumstances, a representative payment of $7,500.00 is justified and the Court should award this payment to FIDEL PEREZ from the Gross Settlement Amount as provided in the Agreement.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

132. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final Approval of Class Action Settlement and Motion for Final Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date the Motion was filed. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "6".

EXHIBITS

133. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint Class Action and PAGA Settlement Agreement and Class Notice that was preliminary approved by this Court on December 16, 2025.

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

2007 NLJ Billing Survey.

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

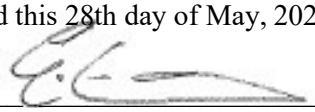
136. Attached hereto as Exhibit "4" is a true and correct copy of the 2025-2026 Adjusted Laffey Matrix.

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

138. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 129 above.

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

This declaration was executed this 28th day of May, 2026, in Encino, California.



Eric B. Kingsley

EXHIBIT "1"

Vinesign Document ID: 04D04021-92FB-4F49-A41E-1561338768C5

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff FIDEL PEREZ ("Plaintiff") and Defendant FAM, LLC ("FAM" or "Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *FIDEL PEREZ, an individual, on behalf of himself and others similarly situated, PLAINTIFF v. FAM, LLC; and DOES 1 thru 50, inclusive, DEFENDANTS*, Case No. 21STCV33308, initiated on September 9, 2021, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employees" means all persons FAM employed in California and paid on an hourly basis for one or more PAGA Pay Periods during the PAGA Period.

1.5. "Class" means all persons FAM employed in California and paid on an hourly basis for one or more Workweeks during the Class Period.

1.6. "Class Counsel" means Kingsley Szamet Employment Lawyers.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security Number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

The signed document can be validated at https://app.vinesign.com/Verify

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from June 1, 2019, to October 11, 2024, except only for claims for missed meal periods and penalties, for which “Class Period” means the period from November 21, 2021, to October 11, 2024.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named Defendant FAM.

1.17. “Defense Counsel” means Ed Gregory Law Office and FAM’s General Counsel.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means $585,000.00 which is the total amount Defendant agrees to pay under the Settlement, except for Defendant’s obligation to pay the payroll taxes described in Paragraph 4.3, below, and Defendant’s option to pay an additional

amount as described in Paragraph 8.1, below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code Section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder, the Net Settlement Amount, is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from September 9, 2020, to October 11, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's September 9, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($25,000), allocated 25% to the Aggrieved Employees ($6,250) and the 75% to LWDA ($18,750) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means FIDEL PEREZ, the named plaintiff in the Action, who is seeking Court approval to serve as Class Representative.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the PAGA claims being released as described in Paragraphs 5.2 and 5.3 below.

1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-mailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On September 9, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1199, 2802, Wage Order 1-2001 California Code of Regulations, Title 8, Section 11010, and violation of Business & Professions Code § 17200 .On November 15, 2024, Plaintiff filed a First Amended Complaint adding an additional claim for penalties under Labor Code § 2699 et seq., the Private Attorneys General Act (“PAGA”), for the causes of action alleged previously. The First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws

identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code Section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On May 24, 2024, the Parties participated in an all-day mediation presided over by Jason Marsili which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, time and pay records, employment records, meal waivers, and meal and rest period policies. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except for Defendant's option to pay an additional amount as described in Paragraph 8.1, below, Defendant promises to pay $585,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments as described in Paragraph 4.3. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The

Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which 33% equals $193,050.00, and a Class Counsel Litigation Expenses Payment of not more than $21,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $8,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $8,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to tax withholdings and will be reported on IRS 1099 Forms. The Administrator will be fully responsible for all tax withholdings, tax reportings, and payments of withheld taxes and employer payroll taxes to the appropriate authorities. Participating Class Members assume full responsibility and liability for all employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual

Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $25,000 to be paid from the Gross Settlement Amount, with 75% ($18,750) allocated to the LWDA PAGA Payment and 25% ($6,250) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 403 Class Members who collectively worked a total of 36,785 Workweeks, and 356 Aggrieved Employees who collectively worked a total of 14,856 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, fully fund the amount necessary to pay Defendant's share of payroll taxes, and transmit those funds to the Administrator no later than 14 days after the Effective Date.

4.3.1. No later than seven days after the Effective Date, the Administrator will notify Defendant of its share of payroll taxes. That share will in no case exceed 12% of the

Wage Portion total for all Individual Class Payments. In no event will that 12% cap change the Gross Settlement Amount and any reduction to meet that cap will be in conformance with state and federal tax laws.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the Court does not approve of such, the Parties will agree upon a Cy Pres recipient within the meaning of C.C.P. § 384. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. RELEASED CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Released Claims. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to, all claims that were or could have been alleged based on the Class Period facts and PAGA Period facts stated in the Operative Complaint and PAGA Notice, the facts ascertained in the course of the Action, and the facts now unknown that could have been ascertained through diligent discovery had the Action continued. Plaintiff's Released Claims include (a) all Labor Code, Wage Order, and PAGA claims alleged in the Operative Complaint; as well as (b) all Released Class Claims described in Paragraph 5.2, below. Because Plaintiff's Released Claims include claims based on facts or matters Plaintiff does not know or suspect now but may later discover, Plaintiff waives all rights under California Civil Procedure Code Section 1542 ("Section 1542"), which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor 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.

5.1.1 Plaintiff's Released Claims do not include, and Plaintiff's Section 1542 waiver does not extend to, claims for vested benefits; wrongful termination; violation of the Fair Employment and Housing Act; claims for unemployment insurance, disability, social security, workers' compensation; or claims based on facts occurring outside the Class Period.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including (a) unpaid wages, unpaid overtime, missed meal periods or premiums, missed rest periods or premiums, or other wage violations; (b) failure to provide accurate wage statements or keep wage records; and (c) failure to indemnify necessary expenditures or losses incurred by employees in discharge of duties or obedience to directions; (d) waiting time or other statutory penalties; and (e) violations of California's Unfair Competition Law. Participating Class Members do not release

any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were or could have been alleged based on all PAGA Period facts stated in the Operative Complaint and PAGA Notice, the facts ascertained in the course of the Action, and the facts now unknown that could have been ascertained through diligent discovery had the Action continued. Those released PAGA claims include, but are not limited to, penalties for: (a) unpaid wages, unpaid overtime, missed rest periods or premiums, or other wage violations; (b) failure to provide accurate wage statements or keep wage records; and (c) failure to indemnify necessary expenditures or losses incurred by employees in discharge of duties or obedience to directions.

5.4 Plaintiff's, Class Members', and Class Counsel's Released Fees and Costs Claims. Except only the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff, Class Members, and Class Counsel release the Released Parties from any and all other claims for attorneys' fees or costs in connection with this Action, this Settlement, or any related matter. Nothing here prevents Class Counsel from asserting all available remedies should Defendant breach this Agreement.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other

misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code Section 2699.3, subd. (a)), Operative Complaint (Labor Code Section 2699, subd. (l)(1)), this Agreement (Labor Code Section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that communicates in reasonably clear terms the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can, with reasonable effort, ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's

determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and/or Pay Periods and its determinations as to those challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies of all objections and Requests for Exclusion received and must include the Administrator's assessment of the validity of Requests for Exclusion.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 403 Class Members and 36,785 Total Workweeks during the Class period and (2) there were 356 Aggrieved Employees who worked 14,856 Pay Periods during the PAGA Period.

8.1 Increase in Compensable Workweeks. Upon receipt of the Class Data, should the number of compensable Workweeks exceed this estimate by more than five percent, the Administrator shall notify the Parties of that number and the percent by which that

number exceeds the estimate. Once notified, Defendant will have the option, but not the obligation, to pay an additional amount so as to proportionately increase the Gross Settlement Amount. For example, if the number of compensable Workweeks exceeds the estimate by five percent Defendant may, but need not, increase the Gross Settlement Amount by five percent. If Defendant declines to increase the Gross Settlement Amount, it will notify Class Counsel within 10 days.

9. **PLAINTIFF'S RIGHT TO WITHDRAW.** If Defendant declines to increase the Gross Settlement Amount as provided in Paragraph 8.1, Plaintiff may, but need not, elect to withdraw from the Settlement. Plaintiff must notify Defense Counsel and the Court of its election to withdraw no later than 10 days after Class Counsel receives Defendant's notice that it declines; late elections will have no effect.

10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent of the total of all Class Members, Defendant may, but need not, elect to withdraw from the Settlement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 10 days after Defense Counsel receives the Administrator's emailed Exclusion List described in Paragraph 7.8.2; late elections will have no effect.

11. **EFFECT OF WITHDRAWAL.** If either Plaintiff or Defendant withdraws as provided in Paragraph 9 or Paragraph 10, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement. The withdrawing Party will pay all Settlement Administration Expenses incurred to that point unless the Court, on the withdrawing Party's motion and comparing the reasonableness of each Party's conduct, orders the other Party to pay all or part of those Expenses.

12. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

12.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

12.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as

necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

12.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

13. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

14. ADDITIONAL PROVISIONS.

14.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have

merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Consistent with the foregoing, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits will be the sole and entire agreement between the Parties relating to the Settlement, superseding any and all oral or separate written representations, warranties, covenants, or inducements made to or by any Party.

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

required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

14.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

14.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

14.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

14.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

14.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

14.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

14.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date

when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

14.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff by mail or messenger:	To Plaintiff by email:
Kingsley Szamet Employment Lawyers Eric B. Kingsley Kelsey M. Szamet 16133 Ventura Blvd., Suite 1200 Encino, CA 91436	Eric@kingsleylawyers.com Kelsey@kingsleylawyers.com
To Defendant by mail or messenger:	To Defendant by email:
Ed Gregory Ed Gregory Law Office 1528 Marion Drive Glendale, CA 91205 Colleen O'Brien FAM, LLC 5553-B Bandini Blvd. Bell, CA 90201	edgregorylaw@outlook.com cobrien@fambrands.com

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

admissible in evidence to prove the existence and contents of this Agreement.

14.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure Section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

DATED: November 20 2025

By: Fidel Perez
PLAINTIFF Fidel Perez

DATED: November 19, 2025

By: _____
Frank Zarabi, CEO
For DEFENDANT FAM, LLC

DATED: November 20, 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____
Eric B. Kingsley
Attorneys for Plaintiff and the proposed class

DATED: November 19, 2025

ED GREGORY LAW OFFICE

By: Ed Gregory
Ed Gregory
Attorney for Defendant

DATED: November 19, 2025

FAM, LLC

By: _____
Colleen O'Brien
Attorney for Defendant

EXHIBIT A

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

FIDEL PEREZ, an individual, on behalf of himself and others similarly situated, PLAINTIFF v. FAM, LLC; and DOES 1 thru 50, inclusive, DEFENDANTS,
Los Angeles County Superior Court Case No. 21STCV33308

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against FAM, LLC ("FAM" or "Defendant") for alleged wage and hour violations. The Action was filed by former FAM employee Fidel Perez ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all hourly employees ("Class Members") who worked for FAM during the Class Period (June 1, 2019, to October 11, 2024 for all claims, except November 21, 2021, to October 11, 2024 for missed meal periods); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for FAM during the PAGA Period (September 9, 2020, to October 11, 2024) ("Aggrieved Employees").

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and, in exchange for those

payments, requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will, in exchange for those Payments, give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former FAM employee. The Action accuses FAM of violating California labor laws by failing to pay overtime wages, wages due upon termination, and reimbursable expenses, as well as failing to provide rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Eric Kingsley and Kelsey Szamet of Kingsley Szamet Employment Lawyers ("Class Counsel.")

Defendant strongly denies any failure to pay wages or violation of law and contends it complied with all applicable laws.

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

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

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

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

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

1. Defendant will Pay $585,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members who object to the proposed Settlement appeal the Judgment.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $193,050.00 (33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to $21,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $7,500.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only amount Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $8,750.00 to the Administrator for services administering the Settlement.

    D. Up to $25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Payroll taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the amount of that check will be deposited with the California Controller's Unclaimed Property Fund in your name. If the amount represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal.

Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities ("Released Parties") for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

   Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including: (a) unpaid wages, unpaid overtime, missed meal periods or premiums, missed rest periods or premiums, or other wage violations; (b) failure to provide accurate wage statements or keep wage records; and (c) failure to indemnify necessary expenditures or losses incurred by employees in discharge of duties or obedience to directions; (d) waiting time or other statutory penalties; and (e) violations of California's Unfair Competition Law. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

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

Aggrieved Employees will be bound by the following release:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were or could have been alleged based on all PAGA Period facts stated in the Operative Complaint and PAGA Notice, the facts ascertained in the course of the Action, and the facts now unknown that could have been ascertained through diligent discovery had the Action continued. Those released PAGA claims include, but are not limited to, penalties for: (a) unpaid wages, unpaid overtime, missed rest periods or premiums, or other wage violations; (b) failure to provide accurate wage statements or keep wage records; and (c) failure to indemnify necessary expenditures or losses incurred by employees in discharge of duties or obedience to directions.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $6,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Fidel Perez v. FAM, LLC and include your name, current address, telephone number,

and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/. [**confirm**]. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [**specify whose**] website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below; go to the Court's website http://www.lacourt.org/casesummary/ui/index.aspx and enter the Action's Case Number 21STCV33308; or call (213) 830-0800 to make an appointment to review court documents in person in the Clerk's Office at the Stanley Mosk Courthouse.

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

Class Counsel: KINGSLEY SZAMET EMPLOYMENT LAWYERS Eric B. Kingsley Kelsey M. Szamet eric@kingsleylawyers.com kelsey@kingsleylawyers.com 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Tel: (818) 990-8300	Settlement Administrator: [Name of Company] [Email Address] [Mailing Address] [Telephone] [Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT "2"

ALM RESEARCH

2007 NLJ Billing Survey

Fiscal Year - 2007

Billing Source-National Law Journal 12/11/2007

Copyright © 2007, ALM Properties, Inc., All Rights Reserved

Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
Adams and Reese	$500	$225	$255	$165	$198	$305	$278	$197	$300	$275
Andrews Kurth	$795	$400	$460	$210						
Arent Fox	$675	$395	$440	$240						
Armstrong Teasdale	$450	$295	$295	$165						
Baker, Donelson, Bearman, Caldwell & Berkowitz	$525	$230	$315	$160	$205	$325	$280	$200	$320	$270
Barnes & Thornburg	$485	$265	$295	$180	$225	$350	$302	$220	$355	$310
Bass, Berry & Sims PLC	$575	$300	$285	$180						
Best Best & Krieger	$495	$290	$350	$160	$203	$275	$212	$235	$390	$265
Bond, Schoeneck & King	$435	$200	$250	$140	$179	$294	$253	$175	$295	$300
Bradley Arant Rose & White	$520	$240	$280	$180	$211	$335	$258	$205	$330	$260
Briggs and Morgan	$500	$250	$325	$195	$233	$391	$344	$230	$395	$350
Brinks Hofer Gilson & Lione	$650	$300	$410	$180	$273	$479	$365	$250	$485	$350
Broad and Cassel	$450	$250	$310	$165	$232	$361	$294	$225	$360	$275
Brownstein Hyatt Farber Schreck	$675	$260	$270	$170	$219	$373	$308	$218	$390	$325
Bryan Cave	$695	$320	$495	$165	$295	$493	$394	$295	$490	$375
Buchanan Ingersoll & Rooney	$750	$320	$460	$150						
Bullivant Houser Bailey	$500	$225	$350	$150	$240	$285	$260	$220	$275	$250
Burr & Forman	$470	$250	$305	$175	$235	$340				
Butzel Long	$575	$210	$350	$155						
Carlton Fields	$600	$280	$375	$190	$243	$406	$312	$245	$405	$300
Cooley Godward Kronish	$875	$470	$555	$250						
Covington & Burling	$800	$510	$525	$240						
Cozen O'Connor	$750	$230	$530	$155	$283	$420	$350	$280	$425	$340
Curtis, Mallet-Prevost, Colt & Mosle	$735	$635	$560	$280	$361	$666	$396	$360	$685	$480
Davis Wright Tremaine	$695	$300	$390	$170	$257	$430	$375	$250	$423	$375
Day Pitney	$650	$350	$525	$210	$306	$472	$374	$310	$465	$375
Dickinson Wright	$530	$260	$275	$170						
Dickstein Shapiro Morin & Oshinsky	$825	$425	$440	$225	$336	$552	$438	$360	$550	$425
Dinsmore & Shohl	$475	$235	$285	$155	$199	$342	$275	$190	$340	$250
Dorsey & Whitney	$750	$220	$470	$145	$274	$463	$375	$260	$463	$365
Duane Morris	$705	$315	$465	$150	$310	$475	$416	$305	$470	$415
Dykema Gossett	$625	$245	$390	$185	$272	$403				
Edwards Angell Palmer & Dodge	$700	$350	$450	$170	$293	$515	$407	$280	$513	$400
Epstein Becker & Green	$675	$280	$440	$155	$290	$471	$380	$280	$475	$395
Fenwick & West	$775	$500	$500	$245	$360	$590	$395	$370	$600	$410
Foley & Lardner	$855			$185	$387	$550	$476	$375	$550	$475
Ford & Harrison	$560	$325	$395	$210						
Fowler White Boggs Banker	$500	$230	$325	$150	$217	$345	$303	$210	$340	$300
Fox Rothschild	$595	$240	$440	$190						

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit http://www.djreprints.com.

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.

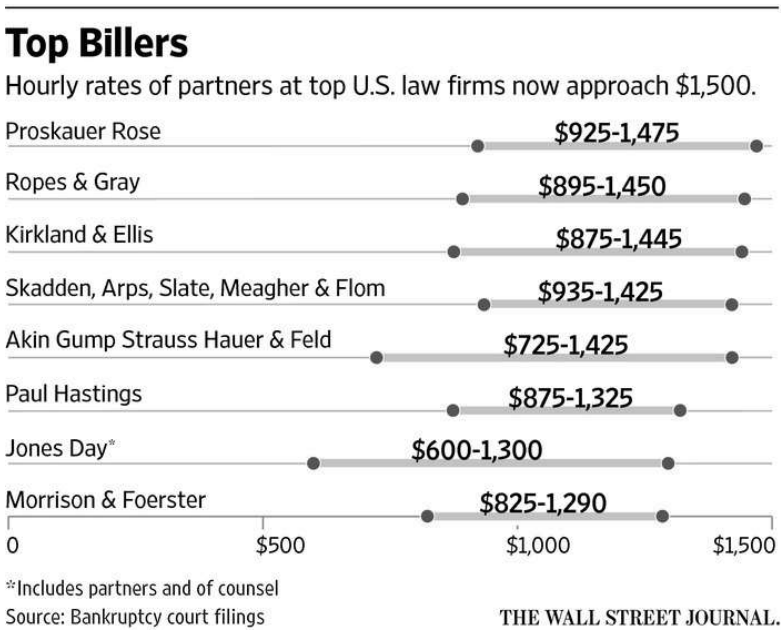
Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

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.



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

"The clients have kept coming back and growing during my 38-year career," he said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

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

EXHIBIT "5"

Fidel Perez v. Fam, LLC

Trialworks TaskCode	Expense Type	Date Incurred	Amount	Payee	Description	Notes
Court Cost	Court Cost	5/1/2026	$ 46.35	Case Anywhere	CAINV#553707 - Fam 5.1.26	system access fees
Court costs	Court Cost	4/1/2026	$ 46.35	Case Anywhere	CAINV#540242 - Fam 4.1.26	system access fees
Court costs	Court Cost	3/2/2026	$ 46.35	Case Anywhere	CAINV#526808 - Fam 3.2.26	system access fees
Court costs	Court Cost	2/2/2026	$ 52.53	Case Anywhere	CAINV#513470 - Fam paid 2.9.26	system and doc access fees
Court costs	Court Cost	1/2/2026	$ 52.53	Case Anywhere	CAINV#500218 - Fam paid 1.23.26	
Filing Fee	Filing Fee	1/8/2026	$ 24.53	One Legal	OLINV#17169555 - FAM paid 1.13.26	CMS Filing Fees
Filing Fees	Filing Fee	12/9/2025	$ 72.28	OneLegal	OLINV#07816843-FAM paid 12.09.2025	Suppl Dec Courtesy Legal Fees
Filing Fees	Filing Fee	12/5/2025	$ 17.50	OneLegal	OLINV#07808171-FAM paid 12.05.2025	Supp Dec Filing Fees
Filing fees	Filing Fee	12/5/2025	$ 72.28	OneLegal	OLINV#07809124-Fam paid 12.05.2025	Supp Decl Filing Fees
Filing Fees	Filing Fee	12/8/2025	$ 23.44	OneLegal	OLINV#07812132-FAM paid 12.08.2025	Suppl Dec Filing Fees
Court costs	Court Cost	12/1/2025	$ 64.89	Case Anywhere	CAINV#487199 - Fam paid 12.3.25	system and doc access fees
Filing fees	Filing Fee	11/26/2025	$ 61.95	OneLegal	OLINV#07780072-FAM paid 11.26.2025	Ntc Courtsesy Fees
Filing Fees	Filing Fee	11/24/2025	$ 24.44	OneLegal	OLINV#07771760-FAM paid 11.24.2025	Ntc Filing Fees
Filing fees	Filing Fee	11/24/2025	$ 61.95	OneLegal	OLINV#07769666-FAM paid 11.24.2025	Amended Complaint Courtesy Fees
Filing Fees	Filing Fee	11/21/2025	$ 23.44	One Legal	OLINV #07764499 FAM paid 11.21.25	Amended Complaint efiling fees
Filing Fees	Filing Fee	11/18/2025	$ 61.95	One Legal	OLINV #07751515 FAM paid 11.18.25	Stip and Order courtesy copy and convenience fee
Filing Fees	Filing Fee	11/18/2025	$ 45.12	One Legal	OLINV #07748631 FAM paid 11.18.25	Stip and Order filing fees
Court costs	Court Cost	11/3/2025	$ 51.00	Case Anywhere	CAINV#474321 - Fam 11.3.25	system and doc access fees
Filing fees	Filing Fee	10/17/2025	$ 61.95	One Legal	OLINV#07645316-FAM paid 10.17.2025	Notice Courtesy fees
Filing Fees	Filing Fee	10/16/2025	$ 23.44	One Legal	OLINV #07637086 FAM paid 10.16.25	Notice OL filing fees
Court costs	Court Cost	10/1/2025	$ 45.00	Case Anywhere	CAINV#461396 - FAM paid 10.8.25	system access fees
Court costs	Court Cost	9/12/2025	$ 45.00	Case Anywhere	CAINV#448647 - Fam paid 9.12.25	system access fees
Court costs	Court Cost	8/4/2025	$ 45.00	Case Anywhere	CAINV#436101 - Fam LLC paid 8.7.25	system access fees
Court costs	Court Cost	7/1/2025	$ 45.00	Case Anywhere	CAINV#423536 - FAM paid 7.7.25	system access fees
Court costs	Court Cost	6/2/2025	$ 45.00	Case Anywhere	CAINV#411175 - FAM paid 6.3.25	system access fees
Court costs	Court Cost	5/2/2025	$ 75.00	Case Anywhere	CAINV#399112 - FAM - paid 5.6.25	system and doc access fees
Court costs	Court Cost	4/4/2025	$ 45.00	Case Anywhere	CAINV#387171 - FAM 4.4.25	system access fee
filing fee	Filing Fee	4/17/2025	$ 88.49	One Legal	OLINV#07017566 FAM 4.17.25	MPA filing fees

Trialworks TaskCode	Expense Type	Date Incurred		Amount	Payee	Description	Notes
filing fee	Filing Fee	4/16/2025	$	87.76	One Legal	OLINV#07016827 FAM 4.16.25	MPA courtesy copy fees
Postage Cost	Postage Cost	4/9/2025	$	5.80			Client dec ISO MPA to client for review/signature via VineSign
Court costs	Court Cost	3/5/2025	$	51.00	Case Anywhere	CAINV#374072 FAM 3.10.25	System and doc fees
costs	Court Cost	2/6/2025	$	69.00	Case Anywhere	CAINV#365852 FAM 2.6.25	
costs	Filing Fee	2/5/2025	$	61.95	One Legal	OLINV#06779423 FAM 2.5.25	
costs	Filing Fee	2/4/2025	$	45.12	One Legal	OLINV#06777542 FAM 2.4.25	
costs	Filing Fee	1/31/2025	$	61.95	One Legal	OLINV#06768980 FAM 1.31.25	
costs	Filing Fee	1/31/2025	$	17.50	One Legal	OLINV#06766979 FAM 1.31.25	
costs	Court Cost	1/17/2025	$	141.00	Case Anywhere	CAINV#357675 FAM 1.17.25	
costs	Filing Fee	1/13/2025	$	61.95	One Legal	OLINV#06708963 FAM 1.13.25	
costs	Filing Fee	1/13/2025	$	23.44	One Legal	OLINV#06707019 FAM 1.13.25	
costs	Court Cost	10/16/2024	$	15.00	VCourt	VCourt	HD: 10/22/24 court vacated - did not refund VCourt
costs	Filing Fee	10/16/2024	$	19.77	One Legal	OLINV#06473357 FAM 10.16.24	
costs	Filing Fee	10/15/2024	$	51.63	One Legal	OLINV#06462292 FAM 10.15.24	
costs	Court Cost	10/10/2024	$	141.00	Case Anywhere	CAINV#345788 FAM 10.10.24	
costs	Court Cost	9/17/2024	$	314.24	OnCall	OCINV#415767 FAM paid 9.17.24	
Postage Cost	Postage Cost	8/22/2024	$	5.80	DocuSign		Authorization re cell phone records to client for review/signature via DocuSign
costs	Court Reporter Cost	9/6/2024	$	481.69	Coalition Court Reporters	Coalition Court Reporters INV#33533 re Fam paid 9.6.24	w/cc fees: $481.69 $465.40
costs	Deposition Cost	8/14/2024	$	71.99	Ari Stiller	reimbursement for attending Pl's depo	parking: $26 lunch with client: $45.99
Postage Cost	Postage Cost	7/25/2024	$	5.80	DocuSign		Discovery responses verifications + notice of deposition to client via DocuSign for review/signature
costs	Research Cost	7/11/2024	$	2.01	Thomson Reuters	billing period of 4/1/24-4/30/24	
Postage Cost	Postage Cost	6/26/2024	$	5.80	DocuSign		Notice of Deposition to client via DocuSign for review/signature
costs	Court Cost	7/5/2024	$	159.00	Case Anywhere	CAINV#334352 FAM paid 7.5.24	
costs	Filing Fee	6/13/2024	$	51.48	One Legal	OLINV#06119376 FAM 6.13.24	
costs	Filing Fee	6/13/2024	$	19.71	One Legal	OLINV#06116390 FAM 6.13.24	
costs	Court Cost	6/11/2024	$	15.00	VCourt	VCourt	HD: 6/18/24 - NOT SURE IF CANCELED
costs	Research Cost	6/12/2024	$	4,680.00	Berger Consulting	Berger Consulting INV#10912 re FAM paid 6.12.24	
costs	Research Cost	6/14/2024	$	495.00	Doug Baldwin & Associates	DB&A INV#21236Q-Fidel Perez v FAM LLC paid 6.14.24	

Trialworks TaskCode	Expense Type	Date Incurred	Amount	Payee	Description	Notes
filing fee	Filing Fee	6/7/2024	$ 51.48	One Legal	OLINV#06102110 FAM 6.7.24	
filing fee	Filing Fee	6/7/2024	$ 51.48	One Legal	OLINV#06101687 FAM 6.7.24	
filing fee	Filing Fee	6/7/2024	$ 40.30	One Legal	OLINV#06099481 FAM 6.7.24	
filing fee	Filing Fee	6/6/2024	$ 19.71	One Legal	OLINV#06098762 FAM 6.6.24	
Postage Cost	Postage Cost	5/2/2024	$ 5.80	DocuSign		updated ntc of mediation to client for review/signature via DocuSign
cost	Court Cost	5/16/2024	$ 135.00	Case Anywhere	CAINV#323441 FAM paid 5.16.24	
filing fee	Filing Fee	4/23/2024	$ 51.48	One Legal	OLINV#05942924 FAM 4.23.24	
filing fee	Filing Fee	4/23/2024	$ 19.71	One Legal	OLINV#05940497 FAM 4.23.24	
costs	Postage Cost	4/30/2024	$ 37.44	FedEx	ship docs to client	date of shipping: 4.17.24
filing fee	Filing Fee	12/22/2023	$ 51.48	One Legal	OLINV#05598128 FAM 12.22.23	
filing fee	Filing Fee	12/18/2023	$ 18.69	One Legal	OLINV#05582654 FAM 12.18.23	
costs	Court Cost	2/1/2024	$ 153.00	Case Anywhere	CAINV#313286 FAM paid 2.1.24	
Postage Cost	Postage Cost	12/1/2023	$ 5.80	DocuSign		notice of mediation + confidentiality agreement
Costs	Mediation Cost	11/30/2023	$ 7,500.00	Marsili Mediation Inc.	Marsili Mediation Inc. Payment - Invoice #110208 - Fam LLC - paid 11.30.2023	Marsili Mediation Inc. Payment - Plaintiff Invoice #110208 - Fam LLC - paid 11.30.2023
filing fee	Filing Fee	10/16/2023	$ 51.48	One Legal	OLINV#05408008 FAM 10.16.23	
filing fee	Filing Fee	10/11/2023	$ 17.66	One Legal	OLINV#05395852 FAM 10.11.23	
costs	Court Cost	7/24/2023	$ 5.80	Payment Services - Online Services - LA Court	Payment Services - Online Services - LA Court	
filing fee	Filing Fee	7/3/2023	$ 390.00	Court of Appeals	Court Appeal receipt re Respondent's Brief (B321157) FAM paid 7.3.23	
Copies		7/3/2023	$ 5.40	Paper Cut		paper printing copies of Respondent's Brief in Court of Appeal to mail to LA Court
Postage Cost	Postage Cost	7/3/2023	$ 3.42			mail copy of Respondent's Brief in Court of Appeal to LA Court
filing fee	Filing Fee	7/3/2023	$ 10.50	True Filing	TrueFiling Payment Processed - CA 2nd District Court of Appeal - Case No. B321157	
filing fee	Filing Fee	5/30/2023	$ 10.50	True Filing	TrueFiling Payment Processed - CA 2nd District Court of Appeal - Case No. B321157	
filing fee	Filing Fee	4/24/2023	$ 10.50	True Filing	TrueFiling Payment Processed - CA 2nd District Court of Appeal - Case No. B321157	
filing fee	Filing Fee	12/19/2022	$ 10.50	True Filing	TrueFiling Payment Processed - CA 2nd District Court of Appeal - Case No. B321157	
costs	Court Reporter Cost	11/7/2022	$ 12.50	Neilly Realtime Reporting	Neilly Realtime Reporting INV Re Fam v Perez Appeal paid 11.7.22	
costs	Court Cost	7/21/2022	$ 68.00	Case Anywhere	CAINV#258903 FAM 7.21.22	

Trialworks TaskCode	Expense Type	Date Incurred		Amount	Payee	Description	Notes
costs	Research Cost	4/26/2022	$	83.03	Thomson Reuters	4/1/22-4/30/22	
costs	Court Reporter Cost	5/23/2022	$	1,045.50	Steno	STENO - Open Invoice 276252 - 2022-05-23	
costs	Court Cost	5/2/2022	$	15.00	VCourt	VCourt	HD: 5/4/22
costs	Court Cost	5/2/2022	$	15.00	VCourt	VCourt	HD: 5/4/22 court reporter
costs	Court Cost	5/4/2022	$	109.35	Case Anywhere	CAINV#250550 FAM 5.4.22	
filing fee	Filing Fee	4/21/2022	$	46.84	One Legal	OLINV#04019751 FAM 4.21.22	
filing fee	Filing Fee	4/21/2022	$	19.25	One Legal	OLINV#04017246 FAM 4.21.22	
costs	Court Cost	1/14/2022	$	15.00	VCourt	VCourt	
costs	Process Server Fee	9/30/2021	$	167.97	OnCall	OCINV#229187 FAM 9.30.21	
filing fee	Filing Fee		$	40.41	One Legal	OLINV#03757297 FAM 12.30.21	
filing fee	Filing Fee	12/30/2021	$	18.74	One Legal	OLINV#03755336 FAM 12.30.21	
Filing Fee	Filing Fee	12/20/2021	$	38.86	One Legal	OLINV#03738858 FAM 12.20.21	
Filing Fee	Filing Fee	12/20/2021	$	19.77	One Legal	OLINV#03737232 FAM 12.20.21	
Filing Fee	Filing Fee	11/15/2021	$	46.33	One Legal	OLINV#03666043 FAM 11.15.21	
Filing Fee	Filing Fee	11/15/2021	$	18.74	One Legal	OLINV#03663765 FAM 11.15.21	
Filing Fee	Filing Fee	9/27/2021	$	42.21	One Legal	OLINV#03563116 FAM 9.27.21	
Filing Fee	Filing Fee	9/24/2021	$	18.74	One Legal	OLINV#03560387 FAM 9.27.21	
Filing Fee	Filing Fee	9/23/2021	$	39.38	One Legal	OLINV#03557250 FAM 9.23.21	
Filing Fee	Filing Fee	9/15/2021	$	1,561.94	OnCall	OCINV#228297 FAM 9.15.21	
Postage Cost	Postage Cost	9/9/2021	$	7.33			
postage	Postage Cost	9/27/2021	$	0.73	postage	postage	
Copies		9/9/2021	$	0.30	Paper Cut		
copies	Photocopying Cost	9/27/2021	$	1.40	copies	copies	
Filing Fee	Filing Fee	9/23/2021	$	18.74	One Legal	OLINV#03555278 FAM 9.23.21	
Filing Fee	Filing Fee	9/9/2021	$	75.00	LWDA	LWDA submission of your PAGA Case filing fee FAM 9.9.21	
			TOTAL:	**$ 20,732.34**			

EXHIBIT "6"

(Proof of Submission to the LWDA)

(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 May 28, 2026, I served all interested parties in this action the following documents described as: **DECLARATION OF ERIC B. KINGSLEY 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:

ED GREGORY LAW OFFICE
Ed Gregory
1528 Marion Drive
Email: edgregorylaw@outlook.com

FAM, LLC
Colleen O'Brien
Nicolas Calzado
5553-B Bandini Blvd.
Bell, CA 90201
Email: cobrien@fambrands.com
ncalzado@fambrands.com

[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 May 28, 2026, at Los Angeles, California.

Kimberly Madrid