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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JASON HAFFNER, on behalf of the State of California and other aggrieved persons, Plaintiff, v. PRO-CRAFT CONSTRUCTION, INC., a California corporation; and DOES 1 through 10, inclusive, Defendant.	Case No.: CIVSB2132110 **PAGA REPRESENTATIVE ACTION** *[Assigned for all purposes to Judge Joseph T. Ortiz, Dept. S-17]* **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** Date: November 6, 2024 Time: 9:00 a.m. Dept.: S-17 Complaint filed: November 9, 2021 Trial date: Not Set

DECLARATION OF JUSTIN F. MARQUEZ

I, Justin F. Marquez, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Jason Haffner ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. This Declaration is submitted in support of Plaintiff's Motion to Approve PAGA Settlement.

Background

3. Defendant Pro-Craft Construction, Inc. ("Defendant") is construction company offering services in plumbing, underground utilities, mechanical piping, and has expanded over the years. Plaintiff Jason Haffner (Plaintiff) worked for Defendant as a plumber from October 5, 2020 to November 18, 2020.

4. Plaintiff's PAGA claim stems from Defendant's failure to pay for all hours worked (minimum, straight time, reporting time pay, split shift premiums and differentials, and overtime wages), failed to provide meal periods, failed to authorize and permit rest periods, failed to pay all earned wages twice per month, failed to maintain accurate records of hours worked and meal periods, failed to pay all wages at termination, failed to furnish accurate itemized wage statements, failed to indemnify for necessary business expenditures, failed to produce employment records, and failed to provide sick leave time and accrual and notice thereof.

5. On September 3, 2021, Plaintiff provided notice to the California Labor & Workforce Development Agency ("LWDA") and Defendant of the violations described above, as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate the alleged violations. However, the LWDA did not do so.

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6. On May 31, 2023, Plaintiff provided his amended notice to the California Labor & Workforce Development Agency ("LWDA") and Defendant of the violations described above, as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate the alleged violations. However, the LWDA did not do so.

7. On February 15, 2024, Plaintiff provided his second amended notice to the California Labor & Workforce Development Agency ("LWDA") and Defendant of the violations described above, as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate the alleged violations. However, the LWDA did not do so.

Discovery and Investigation

8. After Plaintiff filed his complaint, the Parties engaged in extensive settlement discussions. To facilitate settlement, Defendant provided Plaintiff with timekeeping and payroll data for a sampling of the aggrieved employees, and the applicable policies in effect during the relevant time period. Thereafter, the Parties engaged in extensive discussions about the factual and legal strengths (and weaknesses) of the claims and defenses.

9. On November 3, 2022, the Parties and their counsel participated in private mediation with esteemed mediator, Jeffrey Krivis, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached.

10. Ultimately, after an all-day mediation presided over by Third-party neutral Jeffrey Krivis, Esq., the Parties agreed to settle the PAGA claim for $275,000.00, which includes all persons who were engaged by Defendant as hourly employees in California at any time from November 9, 2020 to the date of the Approval Order. There are approximately 502 aggrieved employees covered by the settlement. Plaintiff submitted the Settlement to the LWDA on June 7, 2024, pursuant to Labor Code § 2699(l)(2). A true and correct copy of the

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Settlement executed by the Parties, along with the confirmation that the Settlement was submitted to the LWDA is attached to this Declaration as **Exhibit A**. Additionally, attached as **Exhibit B** is the Settlement Notice that will be sent to the Aggrieved Employees with payment after the Court enters a Judgement on its Order Approving the PAGA Settlement. (Settlement, ¶ 1.22.)

11. Before the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in informal discovery. Based upon the information obtained through discovery, Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed Settlement.

Assessment of Amount in Controversy and Risks of Continued Litigation

12. Plaintiff and his counsel remain confident of the merits of Plaintiff's claims. However, Plaintiff does acknowledge that his position includes risk and uncertainty, as described in more detail below. For instance, Plaintiff's allegation that Defendant failed to pay Plaintiff and the aggrieved employees all of their owed wages is based on Defendant's 1) systemic underpayment due to rounding and 2) improper auto deduction of 30-minute meal periods, and 3) requirement that employees work off the clock. (*Id.*) Although present on the face of the records, Defendant contend that their time rounding policy is facially neutral. (*See's Candy Shops, Inc. v. Super. Ct*. (2012) 210 Cal.App.4th 889, reh'g denied (Nov. 26, 2012), review denied (Feb. 13, 2013)). With respect to the meal period allegation, Plaintiff alleges that Defendant required him and the other aggrieved employees to work in lieu of taking meal periods and that Defendant failed to have a compliant meal period policy that authorized meal periods within the legal limits. Although Plaintiff contends that this allegation is meritorious, there is risk with this underlying claim, particularly because Defendant issued a memorandum, which outlined the procedure for employees to take meal periods and request meal period premiums. With respect to the rest period allegation, Plaintiff contends that employees, including himself, were not provided with California-compliant rest periods. Again, despite Plaintiff's contention that this allegation is credible, proving rest period allegations is particularly difficult because rest periods do not have to be recorded and Defendant can argue

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that the aggrieved employees chose to voluntarily forego their rest periods. With respect to the unreimbursed business expenses allegation, Plaintiff alleges that Defendant required him and the other aggrieved employees to use their personal cell phones and vehicles to perform work duties but were not reimbursed. Additionally, Plaintiff alleges that he and other aggrieved employees had to provide their own Personal Protective Equipment. Defendant disputes these claims based on the fact that they did not require employees to use their personal cell phones and vehicles and that there was a form for employees to fill out to receive Personal Protective Equipment.

13. With regard to Plaintiff's wage statement claim and failure to provide notice of sick leave, Defendant argue that the wage statements issued to employees meet the requirement of Labor Code § 226(a). Defendant also maintain that any alleged wage statement violation could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties.

14. Plaintiff believed there was a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. Without this settlement, the Parties face preparation for trial, as well as extensive formal discovery efforts and further depositions. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. This settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement approval.

15. My expert determined that there were 16,388 pay periods during the relevant time period which presented issues with regard to unpaid wages, meal period violations, rest period violations, and unreimbursed business expenses. Applying the $100 "initial violation" penalty for each of these pay periods, Defendant' potential PAGA exposure is $1,638,800.00 (based on 16,338 pay periods). However, Defendant' contention that the underlying allegations lacked merit led to Plaintiff discounting this maximum exposure by 70% to account for the risk of not prevailing on the merits and the Court's discretion in reducing penalties, which results in **$491,640.00**.

16. My expert determined that there were 16,338 pay periods at issue with regard to the

wage statement violations claim. Because Plaintiff's wage statement theory of liability is predicated on Defendant' issuance of facially deficient wage statements and its failure to provide notice of the accrual of sick leave. Accordingly, Defendant' maximum exposure for its wage statement and sick leave violations is $1,638,800.00 applying the $100 initial penalty. However, based on Defendant' counterarguments and because the Court maintains discretion to reduce these penalties, Plaintiff discounted that figure by 20% for a risk of not prevailing on the merits, and an additional 50% to account for the Court's discretion to reduce the penalties (given the highly technical nature of the alleged violations). This results in a value of $**655,520.00.**

17. Using these estimated figures, Plaintiff predicted that the realistic total potential recovery for the Aggrieved Employees and the LWDA would be approximately $1,147,160. The proposed Settlement of $275,000 therefore represents 24% of Plaintiff's reasonably forecasted total recovery. In this case, continued litigation would delay payment to the LWDA and the Aggrieved Employees as they await trial and, most likely, appellate proceedings. Furthermore, while Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations. The possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the settlement amount is fair. Further, because of the proposed Settlement, the Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. Plaintiff also recognizes that proving the amount of wages due to each employee would be an expensive, time-consuming, and uncertain proposition.

18. If the Court approves the terms of the Settlement, each aggrieved employee's payment will average approximately $75.49 and approximately $113,687.50 will go to the LWDA. In reality, some employees will likely receive more, and others may receive less depending on the length of their employment with Defendant.

<u>PAGA Representative PAGA Representative Award</u>

19. The Settlement provides for a PAGA Representative Award to Plaintiff in an amount not to exceed $10,000.00. (Settlement, ¶ 3.2.3.) The requested service award is intended

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to recognize: (1) the substantial time and effort that Plaintiff has expended on behalf of the State and aggrieved employees; (2) the risks faced by Plaintiff as a result of bringing this action; (3) the fact that Plaintiff put the interests of the State of California and other aggrieved employees ahead of his own; and (4) the substantial benefit conferred upon the State and the aggrieved employees as a result of Plaintiff's actions.

20. Plaintiff has spent numerous hours performing tasks for this case, including, but not limited to, the following: preparing for and participating in an all-day deposition taken by Defendant' counsel; consulting with counsel in-person and over the telephone; searching for and producing relevant documents; reviewing documents produced by Defendant and settlement documents; keeping informed of the developments in the case; and participating in decisions concerning the case, including settlement. As a result of his efforts, the LWDA and about 396 aggrieved employees will receive compensation for civil penalties for underpaid wages and other wage and hour violations.

21. Plaintiff put himself at significant risk in pursuing this action on behalf of the State, as serving as a Plaintiff in a representative action could affect his prospects for future employment. Plaintiff also placed himself at substantial risk because, if Defendant were to prevail in this action, Plaintiff could be liable for Defendant's costs and attorneys' fees.

22. In short, this action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his individual claims by entering into a general release of all known and unknown claims, and placed himself at risk for the sake of the State and the aggrieved employees.

Attorneys' Fees And Costs

23. The Settlement provides for a payment of attorneys' fees in the amount of $91,666.67 and up to $17,000.00 in costs to Plaintiff's counsel. As of the filing date, Plaintiff's counsel's total lodestar is $72,850.00, which is based upon approximately 83.2 hours of attorney time at customary hourly rates. In addition, Plaintiff's counsel incurred $17,063.79 in litigation costs. Plaintiff's counsel was required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, postage, and copying.

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Because these costs are reasonable, Plaintiff's counsel respectfully requests that the Court approve the payment. Under these circumstances, Plaintiff's counsel is requesting a multiplier on their lodestar of about 1.26. Thus, Plaintiff's request for attorneys' fees is reasonable under the lodestar method.

24. The efforts expended by Plaintiff's counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiff and review of documents provided by Plaintiff and Defendant; preparing and revising the Complaint; filing of the PAGA complaint; investigating and researching the claims; preparing for Plaintiff's deposition; attending Plaintiff's deposition; analyzing the timekeeping and payroll records produced by Defendant in advance of mediation; preparing a mediation brief; participating in mediation; preparing and filing an amended complaint; drafting, negotiating, and revising the Settlement Agreement; communicating with the proposed Settlement Administrator; and drafting this Motion and supporting papers.

25. The regular and customary practice at Wilshire Law Firm, PLC is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. Using these time records, my office derived the following summary chart of timekeeping activities of the attorneys working on this case:

Attorney	**Hours**	**Rate**	**Lodestar**
Justin F. Marquez	22.5	$1,500	$33,750
Christina M. Le	18.6	$900	$16,740
Arsiné Grigoryan	21.9	$800	$17,520
Bradford Smith	4.2	$450	$1,890
Min Jee Kim	11	$200	$2,200
Sandy Sespene	5	$150	$750
Total:			$72,850

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26. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiff's Counsel's request for attorneys' fees.

27. We can provide complete, detailed billing records in the event the Court requests them, but would request the opportunity to redact attorney-client privileged information and any other privileged information.

28. Additional time will be required by Plaintiff's Counsel to monitor the settlement and respond to inquiries and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above.

29. As of the drafting of this Motion, my office has incurred $17,063.79 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. Attached as **Exhibit C** to this declaration is a breakdown of costs incurred by my office. Additionally, we anticipate incurring $300.00 in anticipated future costs for filing fees, messenger costs, and copying costs following the Court's Order re: Plaintiff's Motion to Approve PAGA Settlement, and request reimbursement of such as well.

Plaintiff's Counsel's Experience

30. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms in 2022 and is comprised of over 55 attorneys and over 300 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

31. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

32. I graduated from the University of California, Los Angeles's College Honors

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Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

33. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action and PAGA cases in state and federal courts across the United States.

34. I have received numerous awards for my legal work. From 2017 to 2020, Super Lawyers selected me as a "Southern California Rising Star," and in 2022, I was selected as a "Southern California Super Lawyer." I was recognized by Best Lawyers as one of the "Best Lawyers in America" in 2023. In 2016 and 2017, the National Trial Lawyers selected me as a "Top 40 Under 40" attorney. I am also rated 10.0 ("Superb") by Avvo.com.

35. I am on the California Employment Lawyers Association ("CELA")'s Wage and Hour Committee and Mentor Committee, and I was selected to speak at CELA's 2019 Advanced Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively mentored young attorneys through CELA's mentorship program.

36. I am also an active member of the Consumer Attorneys of California ("CAOC"). In 2020, I was selected for a position on CAOC's Board of Directors. I am also a past member of CAOC's Diversity Committee, and I help assist the CAOC in defeating bills that harm employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code § 226.

37. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, PLC, I have over twelve years of experience with litigating wage and hour class and PAGA actions. Over the last twelve years, I have managed and assisted with the litigation and settlement of several wage and hour class actions. In those class actions, I performed similar tasks as those performed in the course of prosecuting this action. My litigation experience includes:

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a. I served as lead or co-lead in negotiating class action settlements worth over $10 million in gross recovery to class members for each year since 2020, including over $37.5 million in 2022 and over $75 million in 2023.

b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical Group, Inc*. (2022) 83 Cal.App.5th 515, the first California appellate decision in a data breach class action holding that consumer plaintiffs adequately alleged injury in fact under the benefit of the bargain theory and monitoring-costs theory.

c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 15 for the $1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and three additional cases in the Top 50 Labor & Employment Settlements (numbers 25, 28, and 31).

d. To my knowledge, I am the only attorney to appear on each of the following *Top Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20 Labor & Employment Settlements, and Top 50 Class Action Settlements.

e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by winning class certification on behalf of hundreds of thousands of consumers for misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct. C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).

f. As lead counsel, I prevailed against Bank of America by: winning class certification on behalf of thousands of employees for California Labor Code violations; defeating appellate review of the court's order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018).). The decision certifying the class in *Frausto* is also discussed in *Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed. 3d Art. 8.

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g. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer's "auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution." (*Id*. at p. 310.)[1] Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id*. at p. 310-11.) In 2021, the case settled for $140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client's favor and held that non-class claims under California's Private Attorney Generals Act ("PAGA") cannot be used to calculate the amount in controversy under the Class Action Fairness Act ("CAFA"). This case is cited in several leading treatises such as *Wright & Miller's Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.[2] Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.

i. On December 13, 2018, the United States District Court granted final approval of the $2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*

[1] As a California district court observed before the *ABM Industries Overtime* decision, "[t]he case law regarding certification of auto-deduct classes is mixed." (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)
[2] http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro.

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LLC (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators." (*Id*. at p. *10.)

j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because "[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here." The court also ordered defendant to pay for the cost of *Belaire-West* notice.

k. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General's Office.

l. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc*., N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:

   1. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn't moot plaintiff's claims, and granting plaintiff's motion to strike defendant's affirmative defenses based on *Twombly/Iqbal*).
   2. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).
   3. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge's discovery ruling which held that "evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA").

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4. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because "an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations").

m. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, Linares v. Securitas Security Services USA, Inc., Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

38. My current contingent billing rate of $1,500.00 per hour is consistent with my actual billing rate for paid legal industry consulting services, my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. I have been paid for legal industry consulting services at $1,500 per hour by Gerson Lehrman Group (GLG), a company that provides financial information and advises investors and consultants with business clients seeking expert advice. GLG is one of the largest companies that provides expert consulting services. GLG's clients include corporations, hedge funds, private equity firms, and consulting firms. I have worked with GLG on numerous occasions at a rate of $1,500 per hour, including on three recent occasions in October and November of 2023.

b. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court, Northern District of California approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Frausto v. Bank of America, N.A.*, No. 3:18-cv-01983-LB.

c. On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved my $1,500 hourly rate when he granted final approval of the class action settlement in *Gutierrez v. Next Level Door & Millwork, Inc.,* No. CVRI2105455.

d. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District

Court in Puerto Rico approved my $850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.,* No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

e. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my $800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.

f. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the $1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc*. (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then $750 hourly rate after finding it was "reasonable, given the qualifications of the attorneys who worked on this matter." (*Id.* at p. *3.)

g. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my $750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.,* Case No. 19STCV32396.

39. Christina M. Le is a Senior Attorney at Wilshire Law Firm. She is admitted to practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. She graduated from Loyola Law School, Los Angeles, and attended the University of California, Berkeley for her undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 15 years of litigation experience, which includes the successful handling of numerous employment, wage and hour, and class representative action matters during the latter half of his career in state and federal court through inception through case resolution. Prior to joining Wilshire Law Firm in November 2021, Ms. Le gained invaluable litigation experience working at various Plaintiffs and defense firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis Brisbois Bisgaard & Smith LLP. Ms. Le is a member of NELA, CELA, CAALA, LACBA, and

the Vietnamese Bar Association of Southern California, and has been a recognized speaker on wage and hour topics for some of these organizations at various conferences and seminars. Her current contingent billing rate for this case is $750.00 per hour, which is commensurate with Ms. Le's years of experience and work in this practice area.

40. Arsiné Grigoryan is an Associate Attorney at my office. She earned two Bachelor of Arts degrees from the University of California, Berkeley in (1) Political Science with an emphasis on international relations and (2) Media Studies. She obtained her Juris Doctor degree from Southwestern Law School. She is presently admitted to practice in all state courts of California (admitted in 2017) and before all federal district courts in California. The focus of her practice at Wilshire Law Firm is currently on class action wage-and-hour law, including Private Attorneys General Act of 2004 ("PAGA") matters. Prior to joining Wilshire Law Firm, PLC, she worked at a law firm specializing in wage-and-hour class action cases. She is also handling more than a dozen active class action matters currently pending and prosecuting multiple PAGA collective action matters in various courts throughout the State of California. Her current contingency billing rate for this case is $800.00 per hour which is commensurate with Ms. Grigoryan's years of experience and work in this practice area.

41. Bradford Smith is a Law and Motion Attorney at Wilshire Law Firm. He graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm specializing in insurance defense litigation. His focus now is on wage and hour class action litigation. His current contingent billing rate for this case is $450 per hour.

42. Min Jee Kim is a Senior Paralegal at Wilshire Law Firm with eleven years of experience working at law firms, including over six years of experience working on class action cases. She is a graduate of the University of California, San Diego with a Bachelor of Arts degree in Economics.

43. Sandy Sespene is a Paralegal at Wilshire Law Firm with twenty-one years of experience working at law firms, including over sixteen years of experience working on class

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action cases. She is a graduate of the St. Paul College of Manila with a Bachelor of Arts degree in Communication Arts.

44. The reasonableness of my firm's hourly rates is also supported by several surveys of legal rates, including the following:

a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was $1,045 per hour for partners and $855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner rate in 2022 were $1,133 per hour for 21 or more years and $1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit D**.

b. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit E**.

45. Plaintiff's Counsel elected to bear the contingency risk of this litigation for the benefit of the aggrieved employees, as well as for the State of California (who elected not to take the case after receiving the PAGA notice).

46. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, we have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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47. In the high-risk, high-cost practice of class action and PAGA litigation, Wilshire Law Firm, PLC has endured financial losses in several of its cases. I believe that the particular risk of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar calculation.

48. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, we receive less than the amount of attorneys' fees negotiated with defendant. It is therefore essential that we recover our requested fees when we settle cases if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

49. I am informed and believe that the efforts of my office have resulted in substantial benefits to the aggrieved employees and the State of California. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the complaint would have gone completely unremedied. The attorneys' fees award provided for in the settlement is therefore reasonable given the result achieved.

50. The Parties propose using Phoenix Class Action Administration Solutions ("Phoenix") to administer the Settlement. The Administrator Expenses Payment in the amount of $4,750.00 are reasonable, given the tasks to be performed by the Settlement Administrator, including, but not limited to, the following duties: mailing and re-mailing (if necessary) checks to approximately 502 Aggrieved Employees and the LWDA; establishing a Qualified Settlement Fund; preparing and submitting to Aggrieved Employees and government entities all appropriate tax filings and forms; distributing the PAGA Representative PAGA Representative Award and attorneys' fees and costs; keeping the Parties timely apprised of the performance of all obligations

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under the Agreement; and voiding uncashed or undeliverable checks to issue those funds to the California Controller's Unclaimed Property Fund. Plaintiff respectfully requests that the Court approve the requested costs. A true and correct copy of Phoenix's estimate for administration costs is attached to this Declaration as **Exhibit F**.

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

Executed on September 4, 2024, at Los Angeles, California.

Justin F. Marquez

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Exhibit A

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Jason Haffner ("Plaintiff") and defendant Pro-Craft Construction, Inc. ("Pro-Craft"). The Agreement refers to Plaintiff and Pro-Craft collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit under the Labor Code Private Attorneys General Act ("PAGA") alleging wage and hour violations against Pro-Craft captioned Jason Haffner v. Pro-Craft Construction, Inc., CIV SB 2132110, initiated on November 9, 2021, and pending in Superior Court of the State of California, County of San Bernardino, including the Complaint and Amended Complaint.

1.2 "Administrator" means Phoenix Settlement Administrators ("Phoenix" or "Administrator"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employee" means a person employed by Pro-Craft in California and classified as an hourly, non-exempt employee who worked for Pro-Craft during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Pro-Craft's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Order" means the Court Order Granting Approval of PAGA Settlement."

1.8 "Amended Complaint" shall refer to the First Amended Complaint to be filed by Plaintiff in the Action, which will include additional claims for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA") as discussed in Paragraph 2.5. Plaintiff's counsel will work diligently to complete the Amended Complaint so it can be submitted as part of the Motion for Approval of the Settlement, as set forth in Paragraphs 2.5 and 6.1.

1.9 "Court" means the Superior Court of California, County of San Bernardino.

1.10 "Defense Counsel" means Attorneys David A. Wimmer and Allison R. Musante at Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.

1.11 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on the Approval Order and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

1.12 "Gross Settlement Amount" means Two Hundred Seventy Five Thousand Dollars and Zero Cents ($275,000.00), which is the total amount Pro-Craft agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Award, and the Administrator's Expenses Payment.

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

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Award, and the Administration Expenses Payment. The remainder is to be paid to

Aggrieved Employees as Individual PAGA Payments and to the LWDA in the LWDA PAGA Payment.

1.18 "PAGA Counsel" means Attorneys Justin F. Marquez, Christina Le, and Arsiné Grigoryan at Wilshire Law Firm, the attorneys representing the Plaintiff in the Action.

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

1.20 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Pro-Craft for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from November 9, 2020 to the date of the Approval Order.

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

1.23 "PAGA Notice" means Plaintiff's September 3, 2021, letter to Pro-Craft and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, which is $151,583.33. The PAGA Penalties are allocated 25% to the Aggrieved Employees ($37,895.83) and the 75% to LWDA ($113,687.50) in settlement of all PAGA claims.

1.25 "Plaintiff" means Jason Haffner, the named plaintiff in the Action.

1.26 "Released PAGA Claims" means any and all claims for civil penalties under PAGA arising from the pleaded claims in the Complaint and Amended Complaint for the entire duration of the PAGA Period, and from all other claims for civil penalties arising from, related to, or otherwise connected with the underlying factual allegations contained in the Complaint and Amended Complaint, that Plaintiff, on behalf of himself, the LWDA and the Aggrieved Employees, alleged or could allege against Defendant and the Released Parties. The Released PAGA Claims include, without limitation, all claims for civil penalties arising under California Labor Code Sections 210, 226.3, 1174.5, 1197.1 and 2699(f)(2), based on the facts set forth in Plaintiff's September 3, 2021 LWDA Letter and Plaintiff's Complaint and Amended Complaint, and further includes all claims seeking civil penalties for (1) failure to pay for all hours worked, including minimum wages, straight time wages, and overtime wages, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to pay all earned wages two times per month; (5) failure to maintain accurate records of hours worked and meal periods, (6) failure to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify for necessary expenditures, (9) for failure to provide employment records, (10) failure to pay reporting time wages, (11) failure to pay split shift differential, and (12) failure to notify employees of sick leave time and accrual, and further including all claims for civil penalties pursuant to California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 246, 248.5, 432, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2753, 2802, 2699(a), (f)-(g) and 2699.3, California Code of Regulations 11050(4)(C) and (5)(A), as well as any applicable IWC Orders, arising during the PAGA Period.

1.27 "Released Parties" means: Pro-Craft and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29 "Pro-Craft" means named Defendant Pro-Craft Construction, Inc.

1.30 "PAGA Representative Award" means the $10,000 to be paid to Plaintiff for serving as the named representative in the Action.

2. RECITALS.

2.1 On November 9, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Pro-Craft for civil penalties under PAGA for failure to pay for all hours worked, including minimum, straight time and overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earnings twice per month, failure to maintain accurate records of hours worked and meal periods, failure to pay all wages at termination, failure to furnish accurate itemized wage statements and failure to indemnify for necessary expenditures. Pro-Craft denies the allegations in the

Complaint, denies any failure to comply with the laws identified in the 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 Pro-Craft and the LWDA by sending the PAGA Notice.

2.3 On November 3, 2022, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, among other things, electronic Payroll and Earnings data, a random sample of timekeeping data, as well as information about Pro-Craft's wage and hour policies, union side letters, meal period waivers, meal premium information, and Plaintiff's personnel records.

2.5 In conjunction with and conditioned upon the Court granting Approval of this Settlement, Plaintiff will file an Amended Complaint in the Action as part of its Motion for the Court to Approve the Settlement that will include additional claims for civil penalties under PAGA for failure to provide employment records; failure to pay reporting time wages; failure to pay split shift differential; and failure to notify employees of sick leave time and accrual. The Parties hereby agree that, for settlement purposes only, the statute of limitations of the PAGA Action claims shall be deemed to relate back to November 9, 2020. In addition, the Amended Complaint will include all other amendments necessary to give full effect to this settlement. Pro-Craft stipulates to the filing of the Amended Complaint for settlement purposes only, and reserves its rights and declares that it would and will oppose Plaintiff's filing of the Amended Complaint should the Court fail to issue its Approval of the Settlement.

2.6 The Amended Complaint will be the operative complaint in the Action (the "Operative Complaint.") Pro-Craft denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

3. <u>MONETARY TERMS.</u>

3.1 <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 9 below, Pro-Craft promises to pay Two Hundred Seventy Five Thousand Dollars and Zero Cents ($275,000.00) and no more as the Gross Settlement Amount. Pro-

Craft has no obligation to pay the Gross Settlement Amount prior to sixty (60) business days after the Effective Date, as stated in Paragraph 4.3 of this Agreement, except as otherwise noted in Paragraph 9.1. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Pro-Craft.

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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be Ninety One Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents ($91,666.67) and PAGA Counsel Litigation Expenses Payment of not more than $17,000.00. Pro-Craft will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Pro-Craft harmless, and indemnifies Pro-Craft, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $4,750.00 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 $4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the Plaintiff: The PAGA Representative Award not to exceed $10,000.00. To the extent the Court approves payment less than

$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3 Payment from Net Settlement Amount: The Administrator will make and deduct the following payments from the Net Settlement Amount, the amounts specified by the Court in the Approval Order:

3.3.1 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $151,583.33 to be paid from the Net Settlement Amount, with 75% ($113,687.50) allocated to the LWDA PAGA Payment and 25% ($37,895.83) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($37,895.33) 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.

3.2.3.3. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Pro-Craft estimates there are 336 Aggrieved Employees who worked a total of 16,388 PAGA Pay Periods through November 3, 2022.

4.2 Aggrieved Employee Data. Within thirty (30) calendar days of the Court filing the Approval Order, Pro-Craft will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Pro-Craft has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Pro-Craft must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Pro-Craft shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date, except as otherwise noted in Paragraph 9.1.

4.4 Payments from the Gross Settlement Amount. Within thirty (30) days after Pro-Craft funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Award, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

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

5.1 Plaintiff's Release. Plaintiff for himself and for his respective spouses, domestic partners, marital community, children, estates, heirs, trusts, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assignees does forever and completely release and discharge and covenant not to sue the Released Parties with respect to any and all claims, demands, liens, agreements, contracts, grievances, covenants, actions, suits, causes of action, wages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time heretofore owned or held as against said Released Parties, or any of them. Such released claims include specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, agreements, grievances, obligations and causes of action, known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, relating to, or in any way connected with:

5.1.1 Plaintiff's employment with Pro-Craft or the remuneration for or termination of such employment;

5.1.2 any allegation in the PAGA Notice, Action, Complaint or Amended Complaint;

5.1.3 any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims, grievances or pleadings filed by Plaintiff against any Released Party prior to the date hereof with any city, county, state or federal agency, commission, office or tribunal whatsoever, including, but not limited to, the Civil Rights Department, State of California, the Equal Employment Opportunity Commission, the Department of Labor, the LWDA, Occupational Safety and Health Administration, and National Labor Relations Board; and/or

5.1.4 any transactions, occurrences, acts or omissions occurring prior to the date hereof, including specifically without limiting the generality of the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Constitution, the California Labor Code, the California Civil Code, the California Government Code, the California Business & Professions Code, the California Family Rights Act, the California Fair Employment and Housing Act, or any other federal, state, or local statute or regulation.

5.1.5 Plaintiff agrees that there is a risk that any injury that he may have suffered by reason of the Released Parties' relationship with him might not now be known, and there is a further risk that said injuries, whether known or unknown, suspected or unsuspected, concealed or hidden, at the date of this Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released Parties, and understands that by the execution of this Agreement no further claims for any such injuries that existed at the time of the execution of this Agreement may ever be asserted by Plaintiff with respect to claims arising in the time period from the beginning of time to the execution of this Agreement.

5.1.6 <u>Plaintiff's Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, 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.

5.2 <u>Release by Aggrieved Employees</u>:

Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all Aggrieved Employees, for themselves and for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives, will forever completely release and discharge the Released Parties from the

Released PAGA Claims that have or could have arisen or accrued during the PAGA Period. It is the intent of the Parties that the Approval Order entered by the Court shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees and PAGA Expenses incurred in connection with the PAGA Notice and the Action.

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (v) an Amended Complaint; and (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Pro-Craft estimates that, as of the date of this Settlement Agreement, there are 336 Aggrieved Employees who worked 16,388 Pay Periods from November 9, 2020, through November 3, 2022. In the event that the actual number of Pay Periods worked by all Aggrieved Employees during the foregoing period increases by 10% or more, then Pro-Craft shall increase the Gross Settlement Fund on a proportional basis in excess of twenty percent (i.e., if there were a twenty-one percent (11%) increase in the number of Pay Periods, then Pro-Craft will increase the Gross Settlement Fund by one percent (1%)).

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

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Pro-Craft that any of the allegations in the PAGA Notice, Complaint or Amended Complaint have merit or that Pro-Craft has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Pro-Craft's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Pro-Craft reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Pro-Craft'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).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits, if any, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, as well as the prior PAGA Settlement Agreement executed by the Parties.

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

10.4 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 Mediator Jeffrey A. Krivis, Esq., and/or the Court for resolution.

10.5 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.

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Pro-Craft in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. As set forth in the Court's Order related to the Parties Stipulation to Regarding Information Provided Under Cover of Mediation Privilege and Written Discovery, which was signed by the Court on July 12, 2022, all Mediation Data received by Plaintiff must be returned to Defendant within five (5) business days after the conclusion of the mediation.

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

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

10.15 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:

Justin F. Marquez, Esq.
Christina Le, Esq.
Arsiné Grigoryan, Esq.
Wilshire Law Firm
305 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90010

To Pro-Craft:

David A. Wimmer, Esq.
Allison R. Musante, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer,
A Law Corporation
10877 Wilshire Boulevard, Suite 1650
Los Angeles, CA 90024

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

10.17 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 CCP Section 583.330 the date to bring a case to trial under CCP Section 583.310 shall be extended for the entire period of this settlement process.

EXECUTED this 22 day of November 2022, at San Diego County, California.

DocuSigned by:

5B2D40BB9DFC4BE...

Jason Haffner

EXECUTED this 28th day of November 2022, at San Bernadino County, California.

PRO-CRAFT CONSTRUCTION, INC.

By: Susan McFayden
Susan McFayden (Nov 29, 2022 12:51 PST)

Susan McFayden
Its: Chief Financial Officer

APPROVED AS TO FORM:

WILSHIRE LAW FIRM

By: Christina M. Le Dated: November 22, 2022

Christina Le, Esq.
Attorneys for Employee, Jason Haffner

APPROVED AS TO FORM:

SWERDLOW FLORENCE SANCHEZ
SWERDLOW & WIMMER, A LAW CORPORATION

By: Dated: Nov 29, 2022

David A. Wimmer, Esq.
Attorneys for Employer, Pro-Craft Construction, Inc.

2022 11-22 Pro-Craft - Amended SA (WLF) (002)

Final Audit Report 2022-11-29

Created:	2022-11-28
By:	Allison Musante (amusante@swerdlowlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoOQ-o7LK75iAIWteKmbfaQ4u6-1rX7VZ

"2022 11-22 Pro-Craft - Amended SA (WLF) (002)" History

Document created by Allison Musante (amusante@swerdlowlaw.com)
2022-11-28 - 11:22:43 PM GMT- IP address: 34.218.170.48

Document emailed to susan@procraftci.com for signature
2022-11-28 - 11:23:24 PM GMT

Email viewed by susan@procraftci.com
2022-11-29 - 8:11:06 PM GMT- IP address: 98.153.198.138

Signer susan@procraftci.com entered name at signing as Susan McFayden
2022-11-29 - 8:51:15 PM GMT- IP address: 98.153.198.138

Document e-signed by Susan McFayden (susan@procraftci.com)
Signature Date: 2022-11-29 - 8:51:17 PM GMT - Time Source: server- IP address: 98.153.198.138

Document emailed to David Wimmer (dwimmer@swerdlowlaw.com) for signature
2022-11-29 - 8:51:19 PM GMT

Email viewed by David Wimmer (dwimmer@swerdlowlaw.com)
2022-11-29 - 8:53:33 PM GMT- IP address: 34.218.170.48

Document e-signed by David Wimmer (dwimmer@swerdlowlaw.com)
Signature Date: 2022-11-29 - 8:53:56 PM GMT - Time Source: server- IP address: 34.218.170.48

Agreement completed.
2022-11-29 - 8:53:56 PM GMT

Sandy Sespene

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, June 7, 2024 1:05 PM
To: Sandy Sespene
Subject: Thank you for your Proposed Settlement Submission

06/07/2024 01:05:11 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from *Haffner v. Pro-Craft Construction, Inc.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Haffner v. Pro-Craft Construction, Inc.,* San Bernardino Superior Court Case No. CIV SB 2132110.

WHAT IS THE CASE ABOUT?

This case was brought by Plaintiff, Jason Haffner ("Plaintiff"), and filed against Pro-Craft Construction, Inc. ("Pro-Craft" or "Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). Plaintiff filed the lawsuit on behalf of himself, the State of California and all persons employed by Pro-Craft in California and classified as an hourly, non-exempt employee who worked for Pro-Craft during the "PAGA Period," which covers the time period of November 9, 2020, to [the date of the Approval Order]). The group of employees referenced above are called the "Aggrieved Employees," and you have been identified as an Aggrieved Employee.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

In this case, Plaintiff claimed that Defendant owed civil penalties under PAGA for certain California Labor Code violations because Defendant allegedly failed to pay for all hours worked, including minimum, straight time and overtime wages; failed to provide meal periods; failed to authorize and permit rest periods; failed to pay all earnings twice per month; failed to maintain accurate records of hours worked and meal periods; failed to pay all wages at termination; failed to furnish accurate itemized wage statements; failed to indemnify for necessary expenditures; failed to provide employment records; failed to pay reporting time wages; failed to pay split shift differential; and failed to notify employees of sick leave time and accrual. Defendant denied the allegations in the Complaint and Amended Complaint, denied any failure to comply with the laws identified in the Complaint and Amended Complaint, and denied any and all liability for the causes of action alleged.

The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant strongly denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

Under PAGA, the monies being paid in this settlement get divided between the California Labor and Workforce Development Agency (the LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. The settlement proceeds are apportioned to Aggrieved Employees based on the number of payroll periods worked in the PAGA Period.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of $____________.00, represents your portion of the settlement proceeds, which is based on the number of pay periods you worked during the PAGA Period.

As an Aggrieved Employee, you will be legally barred from asserting any of the claims released under the Settlement. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this settlement. The Aggrieved Employees' Release is as follows:

> Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all Aggrieved Employees, for themselves and for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives, will forever completely release and discharge the Released Parties from the Released PAGA Claims that have or could have arisen or accrued during the PAGA Period. It is the intent of the Parties that the Approval Order entered by the Court shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.
>
> "Released Parties" means Pro-Craft and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.
>
> "Released PAGA Claims" means any and all claims for civil penalties under PAGA arising from the pleaded claims in the Complaint and Amended Complaint for the entire duration of the PAGA Period, and from all other claims for civil penalties arising from, related to, or otherwise connected with the underlying factual allegations contained in the Complaint and Amended Complaint, that Plaintiff, on behalf of himself, the LWDA and the Aggrieved Employees, alleged or could allege against Defendant and the Released Parties. The Released PAGA Claims include, without limitation, all claims for civil penalties arising under California Labor Code Sections 210, 226.3, 1174.5, 1197.1 and 2699(f)(2), based on the facts set forth in Plaintiff's September 3, 2021 LWDA Letter

and Plaintiff's Complaint and Amended Complaint, and further includes all claims seeking civil penalties for (1) failure to pay for all hours worked, including minimum wages, straight time wages, and overtime wages, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to pay all earned wages two times per month; (5) failure to maintain accurate records of hours worked and meal periods, (6) failure to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify for necessary expenditures, (9) for failure to provide employment records, (10) failure to pay reporting time wages, (11) failure to pay split shift differential, and (12) failure to notify employees of sick leave time and accrual, and further including all claims for civil penalties pursuant to California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 246, 248.5, 432, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2753, 2802, 2699(a), (f)-(g) and 2699.3, California Code of Regulations 11050(4)(C) and (5)(A), as well as any applicable IWC Orders, arising during the PAGA Period.

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement.

QUESTIONS?

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or Plaintiff's counsel, whose contact information is as follows:

Counsel for Plaintiff:

Justin F. Marquez, Esq.
Arsiné Grigoryan, Esq.
Wilshire Law Firm
305 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90010

Very Truly Yours,

Phoenix Settlement Administrators
[INSERT CONTACT INFORMATION]

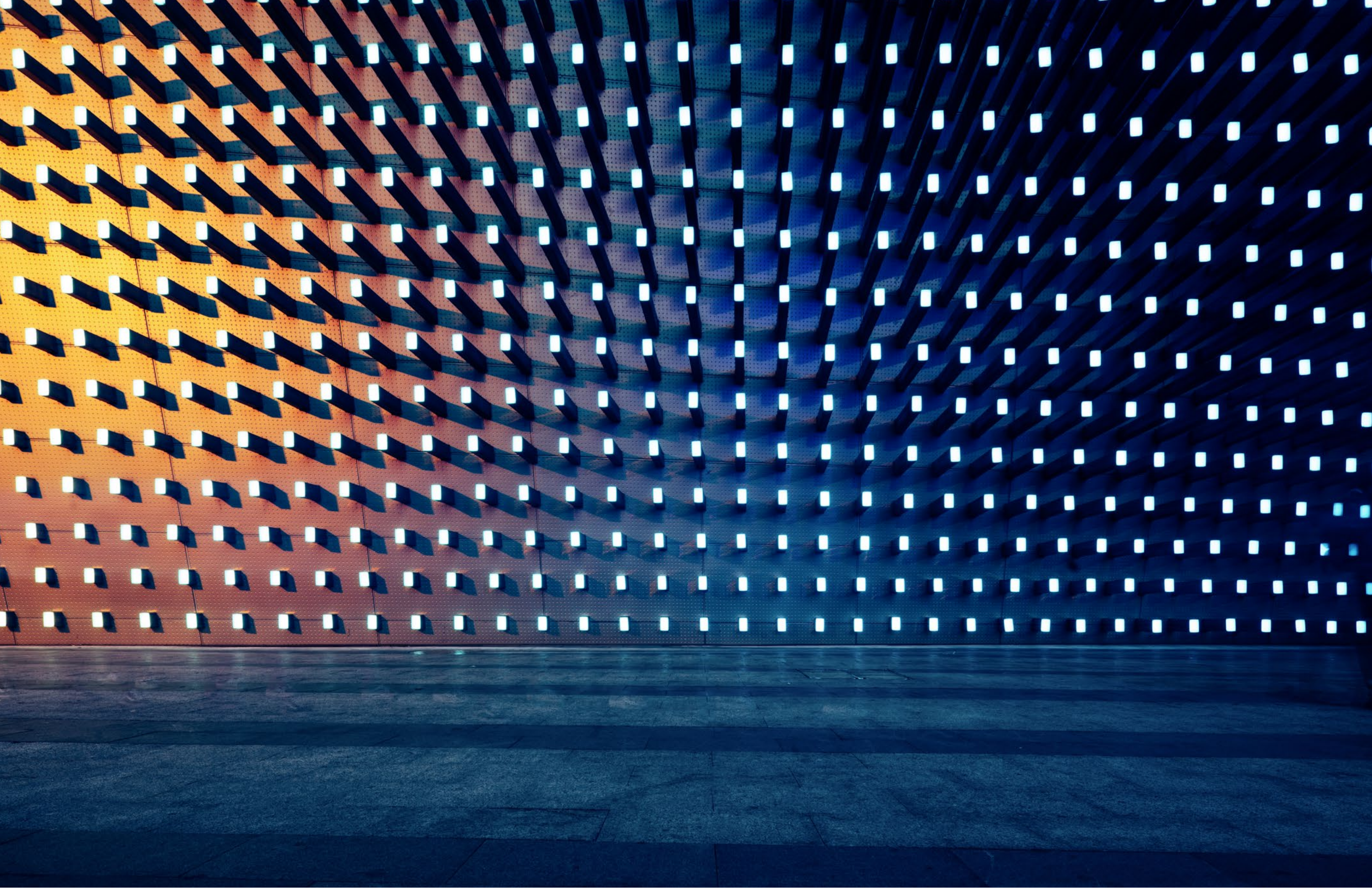
Exhibit C

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

9/4/2024
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	2/24/2022	24170	Mediation Fee	9,000.00	9,000.00
Total MEDIATION FEES				9,000.00	9,000.00
Expert Fees					
	11/11/2022	7056	Expert Fees	3,850.00	3,850.00
Total EXPERT FEES				3,850.00	3,850.00
Legal Expenses					
	9/4/2021		PAGA Fee	75.00	75.00
	4/22/2022		Court Call	94.00	94.00
	12/6/2022	847456782	Legal Research	21.23	21.23
	3/18/2024		Document Retrieval	19.50	19.50
	4/9/2024		Court Call	72.00	72.00
Total LEGAL EXPENSES				281.73	281.73
Process Service Fees					
	1/10/2022	41955	Attorney Services	608.50	608.50
	2/2/2022	43940	Attorney Services	128.00	128.00
	2/23/2022	44742	Attorney Services	131.00	131.00
	3/29/2022	46209	Attorney Services	135.00	135.00
	4/4/2022	44020	Attorney Services	85.00	85.00
	7/15/2022	49202	Attorney Services	1,235.00	1,235.00
	11/14/2022	52663	Attorney Services	135.00	135.00
	2/16/2024	71894	Attorney Services	172.95	172.95
	3/4/2024	72628	Attorney Services	141.00	141.00
	4/12/2024	72623	Attorney Services	109.95	109.95
	4/22/2024	22589403	Attorney Services	20.68	20.68
	4/26/2024	22577530	Attorney Services	16.45	16.45
	5/1/2024	75300	Attorney Services	47.74	47.74
	5/2/2024	75299	Attorney Services	143.00	143.00
	5/9/2024	22578983	Attorney Services	21.71	21.71
Total PROCESS SERVICE FEES				3,130.98	3,130.98
Other Costs					
	11/25/2020		Case Administration Fee for In-House Services	500.00	500.00
	9/3/2021	E-611000	Printing Cost	0.75	0.75
	9/3/2021	E-564047	Postage Cost	6.33	6.33
	9/3/2021	E-564046	Postage Cost	6.33	6.33
	9/3/2021	E-564045	Postage Cost	6.33	6.33
	10/17/2022	108230	Strategy Lunch Meeting	97.24	97.24
	11/3/2022		Breakfast during Mediation	67.44	67.44
	11/3/2022		Lunch during Mediation	96.72	96.72
	6/1/2023	E-3104948	Postage Cost	7.09	7.09
	11/17/2023	E-3161288	Printing Cost	1.89	1.89
	2/15/2024	E-3180512	Postage Cost	9.07	9.07
	6/14/2024	E-3225524	Postage Cost	1.89	1.89
Total OTHER COSTS				801.08	801.08
TOTAL				**17,063.79**	**17,063.79**

Exhibit D



ELM Solutions

2022 Real Rate Report®

The industry's leading analysis of law firm rates, trends, and practices

Wolters Kluwer

Table of Contents - 2022 Real Rate Report

Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors[1] that drive rates[2]:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

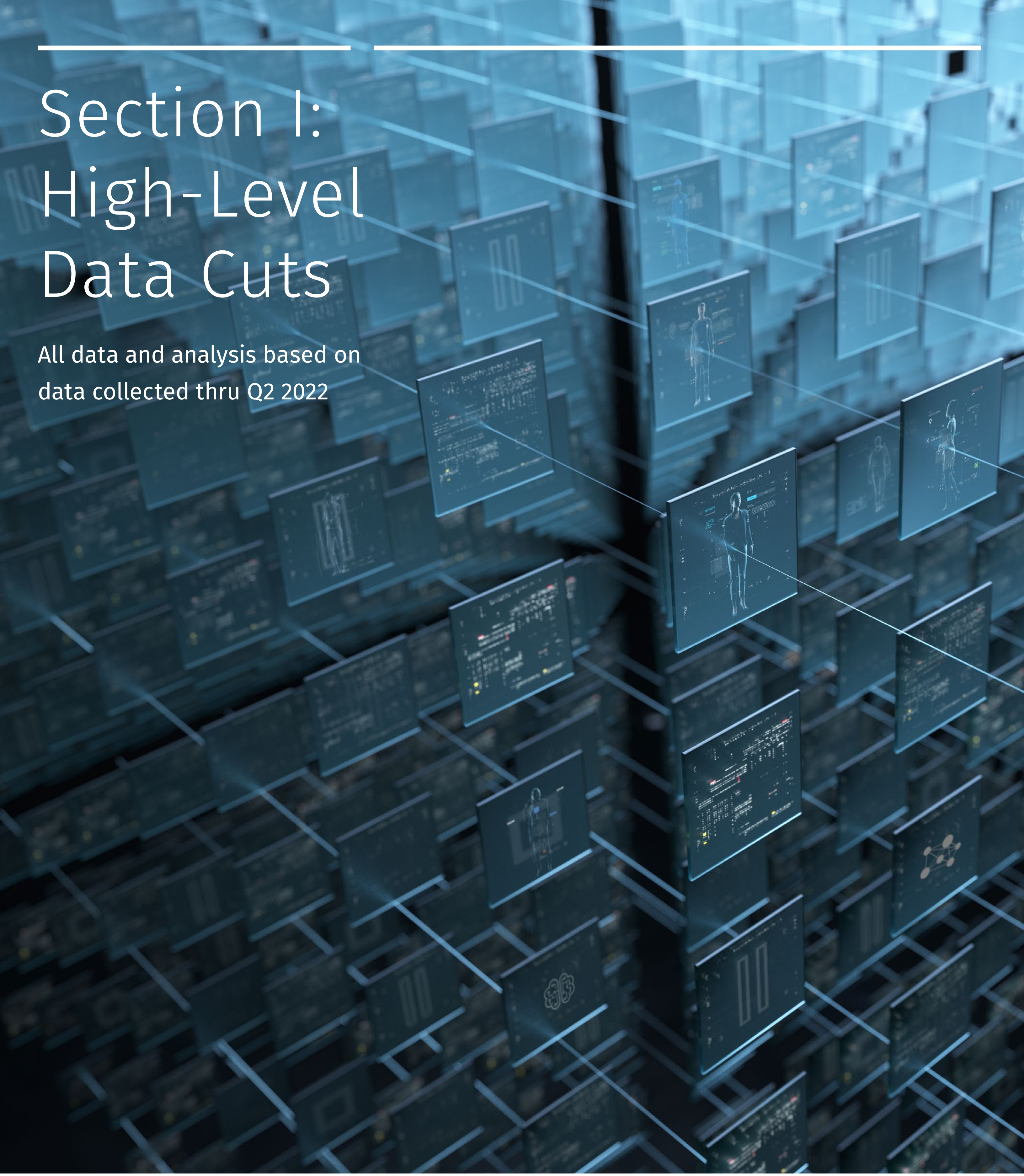
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size – The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

1 **David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from:** https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html

2 **Source: 2018 RRR.** Factor order validated in multiple analyses since 2010



Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2022

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	$55	$225	$250	$178	$203	$175
	Non-Litigation	Partner	24	$315	$420	$485	$418	$394	$375
		Associate	25	$55	$126	$255	$155	$125	$259
Kansas City MO	Litigation	Partner	74	$413	$450	$556	$472	$450	$450
		Associate	50	$252	$329	$385	$319	$316	$305
	Non-Litigation	Partner	101	$411	$487	$615	$519	$487	$464
		Associate	73	$250	$320	$385	$322	$312	$285
Las Vegas NV	Non-Litigation	Partner	20	$350	$425	$525	$440	$422	$432
		Associate	11	$238	$267	$368	$301	$297	$282
Little Rock AR	Non-Litigation	Partner	11	$215	$215	$308	$264	$256	$298
Los Angeles CA	Litigation	Partner	322	$516	$725	$1,045	$799	$739	$702
		Associate	408	$400	$615	$855	$642	$606	$564
	Non-Litigation	Partner	521	$596	$868	$1,201	$903	$902	$858
		Associate	667	$441	$603	$845	$653	$712	$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner — **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	$340	$421	$528	$425	$408	$384
Nashville TN	Litigation	Partner	24	$275	$320	$456	$363	$378	$403
	Non-Litigation	Partner	78	$412	$484	$576	$505	$481	$470
		Associate	59	$270	$330	$384	$340	$315	$285
New Orleans LA	Litigation	Partner	47	$290	$332	$412	$343	$330	$340
		Associate	42	$231	$243	$340	$278	$290	$275
	Non-Litigation	Partner	32	$295	$347	$405	$419	$380	$391
		Associate	21	$244	$250	$278	$273	$303	$258
New York NY	Litigation	Partner	614	$475	$675	$1,088	$808	$784	$746
		Associate	631	$323	$460	$729	$545	$527	$509
	Non-Litigation	Partner	1,376	$765	$1,235	$1,638	$1,189	$1,139	$1,090
		Associate	1,809	$550	$776	$1,050	$796	$766	$716
Oklahoma City OK	Non-Litigation	Partner	14	$235	$338	$393	$337	$319	$311
Omaha NE	Litigation	Partner	12	$293	$339	$353	$329	$338	$341

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	$270	$360	$488	$386	$341	$446
		Associate	13	$220	$310	$375	$314	$278	$287
Sacramento CA	Non-Litigation	Partner	11	$381	$437	$682	$534	$559	$516
Salt Lake City UT	Litigation	Partner	14	$246	$353	$468	$363	$333	$379
	Non-Litigation	Partner	42	$297	$371	$447	$391	$363	$353
		Associate	22	$220	$240	$270	$248	$247	$228
San Diego CA	Litigation	Associate	23	$151	$225	$300	$255	$258	$264
	Non-Litigation	Partner	89	$332	$540	$1,066	$699	$667	$649
		Associate	71	$250	$325	$424	$373	$378	$351
San Francisco CA	Litigation	Partner	143	$423	$675	$995	$742	$711	$691
		Associate	98	$325	$430	$731	$525	$517	$470
	Non-Litigation	Partner	221	$475	$750	$950	$758	$746	$741
		Associate	151	$338	$486	$702	$545	$563	$507
San Jose CA	Litigation	Partner	33	$654	$921	$1,133	$916	$907	$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner — **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	$461	$580	$745	$608	$593	$498
	Non-Litigation	Partner	50	$660	$864	$1,303	$969	$985	$887
		Associate	46	$380	$460	$775	$616	$639	$567
Seattle WA	Litigation	Partner	76	$497	$655	$760	$635	$567	$510
		Associate	61	$394	$468	$530	$447	$453	$395
	Non-Litigation	Partner	148	$410	$526	$760	$571	$547	$547
		Associate	113	$310	$395	$502	$422	$401	$377
St. Louis MO	Litigation	Partner	46	$260	$350	$435	$376	$373	$388
		Associate	17	$197	$225	$250	$228	$237	$232
	Non-Litigation	Partner	57	$352	$419	$540	$451	$446	$473
Tampa FL	Litigation	Partner	31	$369	$508	$595	$490	$467	$452
		Associate	15	$269	$298	$368	$316	$302	$306
Trenton NJ	Non-Litigation	Partner	21	$408	$600	$700	$569	$620	$581
		Associate	12	$480	$495	$500	$448	$376	$387

Section I: High-Level Data Cuts

Cities
By Years of Experience

2022 - Real Rates for Associate | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	$270	$325	$360	$318	$295	$283
	7 or More Years	28	$292	$334	$391	$333	$312	$302
Los Angeles CA	Fewer Than 3 Years	63	$429	$595	$654	$556	$524	$488
	3 to Fewer Than 7 Years	144	$486	$688	$838	$662	$626	$530
	7 or More Years	171	$351	$550	$840	$600	$634	$586
Miami FL	3 to Fewer Than 7 Years	19	$300	$360	$457	$380	$331	$313
	7 or More Years	36	$295	$450	$595	$460	$433	$385
Minneapolis MN	Fewer Than 3 Years	11	$374	$405	$446	$408		$230
	3 to Fewer Than 7 Years	27	$340	$451	$510	$421	$358	$356
	7 or More Years	27	$423	$468	$585	$478	$438	$392
Nashville TN	7 or More Years	12	$219	$245	$345	$282	$266	$262
New Orleans LA	3 to Fewer Than 7 Years	12	$232	$243	$265	$261	$242	$245
	7 or More Years	18	$243	$312	$343	$306	$318	$294
New York NY	Fewer Than 3 Years	142	$443	$622	$775	$629	$600	$652

Section I: High-Level Data Cuts

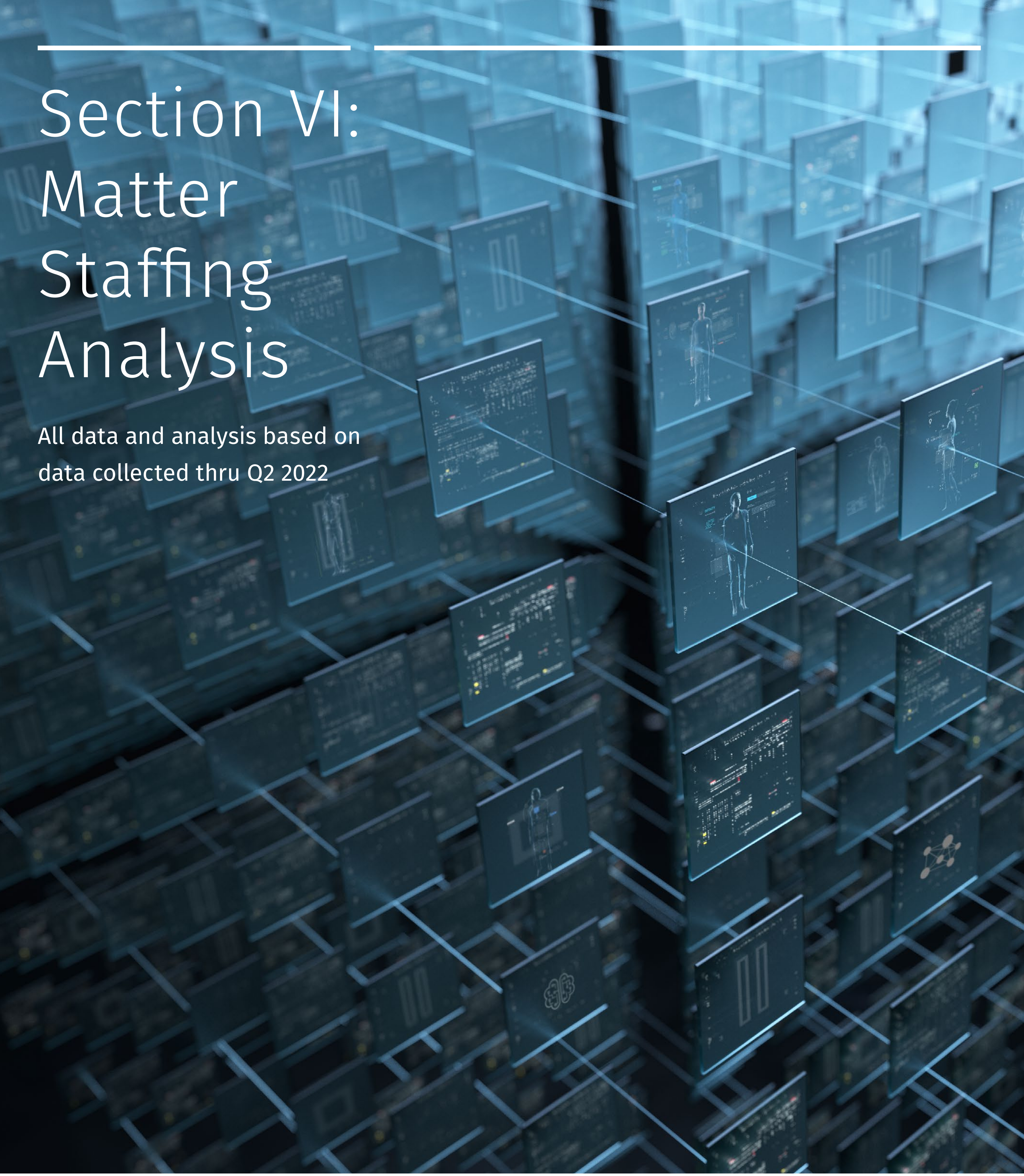
Cities
By Years of Experience

2022 - Real Rates for Partner | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	$400	$450	$537	$473	$411	$397
	21 or More Years	68	$440	$553	$658	$539	$497	$491
Las Vegas NV	Fewer Than 21 Years	12	$284	$381	$495	$389	$349	$343
	21 or More Years	13	$350	$425	$515	$468	$456	$472
Los Angeles CA	Fewer Than 21 Years	183	$533	$801	$1,075	$804	$797	$682
	21 or More Years	333	$550	$765	$1,133	$863	$842	$808
Memphis TN	Fewer Than 21 Years	14	$288	$331	$380	$345	$317	$328
	21 or More Years	15	$355	$415	$425	$394	$382	$375
Miami FL	Fewer Than 21 Years	57	$370	$450	$598	$490	$498	$443
	21 or More Years	104	$388	$581	$749	$584	$580	$536
Milwaukee WI	21 or More Years	16	$302	$454	$613	$589	$515	$530
Minneapolis MN	Fewer Than 21 Years	36	$470	$530	$607	$532	$486	$499
	21 or More Years	84	$507	$675	$796	$656	$620	$589
Nashville TN	Fewer Than 21 Years	28	$375	$405	$535	$449	$405	$397

Section VI: Matter Staffing Analysis

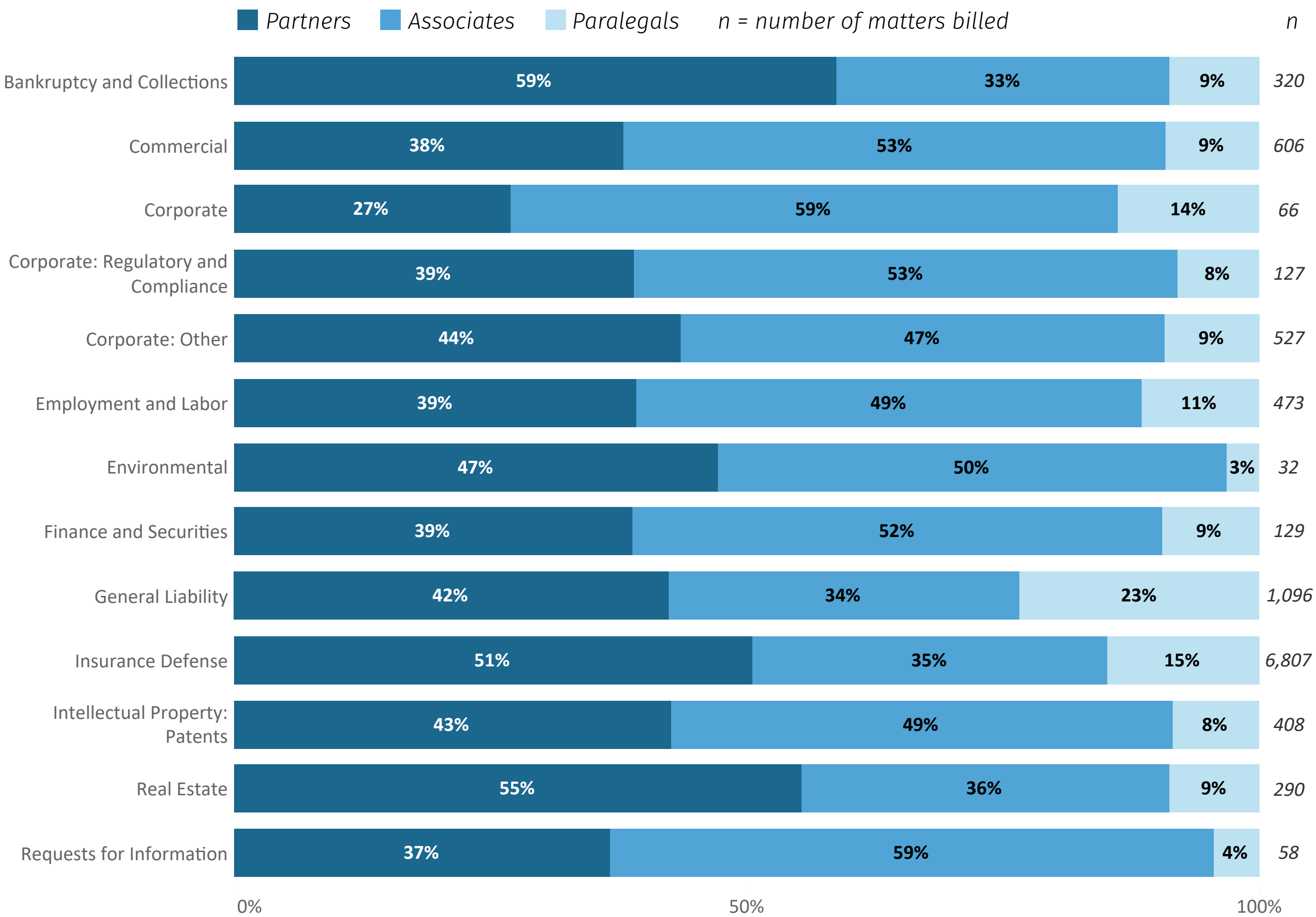
All data and analysis based on data collected thru Q2 2022



Section VI: Matter Staffing Analysis

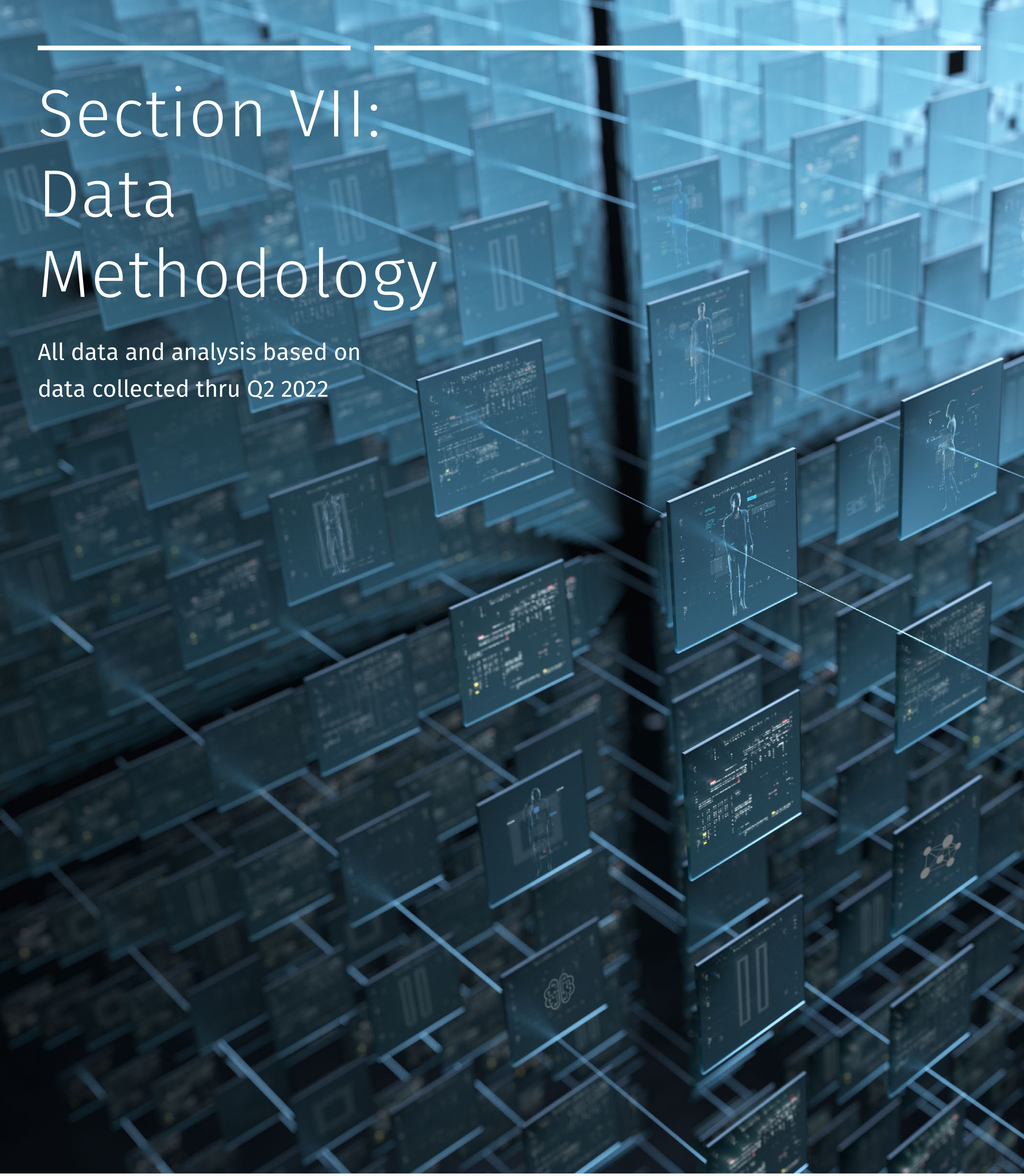
Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on data collected thru Q2 2022



Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate[1]

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures
Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA
General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other
Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other
Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

1 All references to "Corporate: General/Other" in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit E

Business & Practice

Big Law Rates Topping $2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column
June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers’ billing rates and why it’s so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation’s top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they’re accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That’ll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

“Value is in the eye of the beholder,” said John O’Connor, a San Francisco-based expert on legal fees. “The perceived value of a good lawyer can reach into the multi-billions of dollars.”

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	$2,465
Latham & Watkins	$2,075
Kirkland & Ellis	$1,995
Simpson Thacher & Bartlett	$1,965
Boies Schiller Flexner	$1,950
Sidley Austin	$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.

00:00:00

That’s it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

Trustee's Objection

Related Articles

Overworked Big Law Can’t Find Enough Lawyers With Demand Surging Dec. 9, 2021, 3:00 AM

Never Underestimate Big Law’s Ability to Raise Billing Rates Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

Exhibit F

PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	400
Total Class Claimants	400
Subtotal Admin Only	**$4,750.00**
Not-to-Exceed Total	**$4,750.00**

For 400 Class Members
Pricing Good for Scope of Estimate Only
All Aspects of Escheating to the State of CA Included

November 3, 2022
Case: Pro-Craft adv. Haffner - PAGA wTraslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Arsiné Grigoryan, Esq
Firm: Wilshire Law Firm, PLC
Contact Number: (213) 381-9988 Ext. 532
Email: AGrigoryan@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 400 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of $150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$48.10	1	$48.10
Call Center & Long Distance	$2.00	40	$80.00
NCOA (USPS)	$165.00	1	$165.00
		Total	**$693.10**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.25	400	$100.00
Notice and Check Packet	$1.25	400	$500.00
Estimated Postage (up to 1 oz.)*	$0.61	400	$244.00
Language Translation	$250.00	1	$250.00
		Total	**$1,294.00**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Remail Notice Packets	$1.25	15	$18.75
Estimated Postage	$0.61	15	$9.15
Programming Undeliverables	$50.00	3	$150.00
		Total	**$287.90**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	2	$270.00
Case Manager	$135.00	2	$270.00
		Total	**$540.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$75.00	1	$75.00
QSF Bank Account & EIN	$50.00	2	$100.00
Check Run Setup & Printing	$135.00	2	$270.00
		Total	**$715.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	2	$200.00
Remail Undeliverable Checks (Postage Included)	$1.50	40	$60.00
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$75.00	1	$75.00
Conclusion Reports	$125.00	1	$125.00
Case Manager Conclusion	$75.00	1	$75.00
Final Reporting & Declarations	$125.00	1	$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$350.00	1	$350.00
Check to Cy-Pres	$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 5 Total Class Members	$100.00	1	$100.00
		Total	**$1,220.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$4,750.00**

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

PROOF OF SERVICE

Haffner v. Pro-Craft Construction, Inc.
CIVSB 2132110

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is sandy.sespene@wilshirelawfirm.com.

On **September 4, 2024,** I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

David A. Wimmer, Esq. (SBN 155792)
dwimmer@swerdlowlaw.com
Allison R. Musante, Esq. (SBN 172255)
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Leslyn Sellers
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Los Angeles, CA 90024
Telephone: (310) 288-3980
Facsimile: (424) 281-2578

Attorneys for Defendant Pro-Craft Construction, Inc.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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

Executed on September 4, 2024, at Los Angeles, California.

Sandy S. Sespene