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Attorneys for Plaintiff and all aggrieved employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ENMANUEL DE JESUS LOPEZ TORRES,
an individual, on behalf of the State of
California, as a private attorney general,

PLAINTIFF,

v.

MOUNTAIN VIEW COUNTRY CLUB,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. CVRI2105882

[Case Assigned for All Purposes to Hon. Harold
W. Hopp in Dept. 10]

**DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed concurrently with Plaintiff's Motion for
Approval of Representative Action Settlement;
Declarations of Jodey Lawrence of Phoenix
Class Action Settlement Administration
Solutions, and Plaintiff Enmanuel De Jesus
Lopez Torres in Support of Plaintiff's Motion for
Approval of Representative Action Settlement;
[Proposed] Order,]*

Date: May 9, 2024

Time: 8:30 A.M.

Dept.: 10

Complaint Filed: October 21, 2021

FAC Filed: March 3, 2022

Trial Date: None Set

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I, Liane Katzenstein Ly, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am the attorney of record for Plaintiff Enmanuel De Jesus Lopez Torres in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiff's Motion for Approval of Representative Action in the above-captioned case.

3. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. Plaintiff initially filed a putative class action Complaint for Damages on October 21, 2021, against Defendant in the San Diego County Superior Court, Case No. 37-2021-00044910-CU-OE-CTL entitled *ENMANUEL DE JESUS LOPEZ TORRES, an individual, on behalf of himself and others similarly situated, PLAINTIFF v. MOUNTAIN VIEW COUNTRY CLUB, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS.*, alleging that Defendant: 1) failed to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; 2) failed to provide rest breaks pursuant to Labor Code §226.7; 3) failed to reimburse expenses pursuant to Labor Code § 2802; 4) violated Labor Code§226(a) by failing to provide accurate itemized wage statements; 5) is liable for penalties pursuant to Labor Code § 203; and 6) violated Business & Professions Code § 17200.

6. On November 18, 2021, Plaintiff's counsel learned of an arbitration agreement signed by Plaintiff that included a class action waiver.

7. In light of the arbitration agreement, Plaintiff filed a First Amended Representative Action Complaint (“FAC”) to proceed in state court, alleging a single representative cause of action for penalties pursuant to Labor Code §2699, et seq. (hereafter, “PAGA”) seeking penalties based on Defendant’s alleged violations of Labor Code §§ 201, 202-203, 204, 201, 226(a), 226.7, 512, and 2802.

8. On January 29, 2024, the Parties participated in a mediation before Henry J. Bongiovi of Bongiovi Mediation.

9. Shortly thereafter, the Parties formalized the Joint Stipulation of PAGA Settlement.

DISCOVERY

10. After the matter was at issue, the Parties engaged in fact discovery and exchange pertinent information to understand the nature of the allegations and the scope of potential liability.

11. Thereafter, the Parties engaged in good faith, arms-length negotiations with Defendant concerning possible resolution of the claims asserted in the Action.

12. The Parties negotiated the terms and conditions of the Settlement and now present the agreed-upon Settlement to the Court for Approval.

THE SETTLEMENT

13. Defendant will pay the total sum of \$189,000.00 in full and final settlement of the PAGA claims alleged.

14. Per the Settlement Agreement, the amount is allocated as follows:

Gross Settlement Amount:	\$189,000.00
PAGA Counsel Fees Payment:	\$63,000.00
PAGA Counsel Litigation Expenses Payment:	\$20,000.00 ¹
Administrator Expenses Payment:	\$4,500.00
Named Plaintiff Enhancement:	\$7,500.00
PAGA Penalties:	\$100,686.90 <i>(\$75,515.18 to the LWDA; \$25,171.73 to remain in the Net Settlement Amount)</i>

15. Each aggrieved employee shall receive a pro-rata portion of the remaining amount in penalties based by dividing the amount of the aggrieved employees’ 25% share of PAGA Penalties

¹ The Settlement Agreement provided for counsel to receive cost reimbursement up to \$20,000.00. However, counsel’s final costs come to \$12,770.38. Plaintiff anticipates incurring an additional \$600 in future costs associated with filing this motion, appearing at the hearing, etc. so requests costs of \$13,370.38. The extra will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than contemplated in the settlement agreement. (Ex. 1, ¶44.)

1 by the total number of Pay Periods worked by all aggrieved employees during the PAGA Period,
2 and then multiplying the result by each aggrieved employee's Pay Periods.

3 16. For settlement purposes, the Aggrieved Employees are defined as: "all current and
4 former hourly-paid, non-exempt employees who were employed by Defendant in the state of
5 California at any during the PAGA Period." ("PAGA Member"). The PAGA Period means the
6 period from October 21, 2020 to January 29, 2024.

7 17. The Parties agreed to a check-mailed settlement. Under the Agreement, every PAGA
8 Member will receive a settlement check. Any checks issued by the Settlement Administrator to PAGA
9 Members will be negotiable for at least one hundred eighty (180) calendar days. If a PAGA Member does
10 not cash his or her PAGA Payment Share check within 180 days, the uncashed funds, subject to Court
11 approval, shall be distributed to the Controller of the State of California to be held pursuant to the
12 Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of those PAGA Members
13 who did not cash their checks until such time that they claim their property. The Parties agree that this
14 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
15 Settlement Amount will be paid out to the LWDA and PAGA Members, whether or not all PAGA
16 Members cash their settlement checks.

17 18. The Parties obtained bids and have agreed to use a reputable third-party claims
18 administrator, Phoenix Class Action Administration, to administer the Settlement Agreement
19 because their bid was the most reasonable.

20 **RISKS AND EVALUATION OF THE SETTLEMENT**

21 19. To help the Court evaluate the fairness of the Settlement, a discussion of the risk
22 evaluation and discount taken follows.

23 20. Plaintiff believed that Defendant may persuasively argue that the Court should
24 exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under
25 PAGA.

26 21. Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to
27 "decide not to penalize an employer for a first violation when that violation was due to a clerical
28 error or inadvertent mistake."

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

6 23. Prior to the Parties’ mediation, Defendant informally produced a copy of its wage
7 and hour policies together with a complete set of time and pay records for the putative class for the
8 timeframe of October 20, 2020 to November 23, 2023.

9 24. Defendant’s policies, as stated in its employee handbook, were facially compliant
10 with California meal break requirements.

11 25. Defendant’s time and pay records tend to demonstrate that members of the putative
12 class regularly clocked out for their meal breaks and also show that Defendant regularly paid meal
13 premiums to its non-exempt employees during the PAGA period when those employees were unable
14 to take a meal break.

15 26. Plaintiff’s Counsel anticipated that, at trial, Counsel for Defendant would submit
16 these policies, time and pay records to support a potentially persuasive argument that: (1) the PAGA
17 Members were properly paid and/or reimbursed in accordance with Defendant’s lawful policies and
18 practices, and that any alleged failure to compensate the PAGA Members was the result of
19 inadvertence and clerical error; (2) the PAGA Members were provided with the opportunity to take
20 meal and rest breaks in compliance with California law; (3) until this Action was filed, no employees
21 had compliance about any alleged failure to pay wages, provide meal and/or rest breaks, reimburse
22 expenses, issue accurate itemized wage statements; (4) none of Defendant’s employees suffered any
23 harm from or actual damage as a result of the conduct that forms the basis for Plaintiff’s allegations.
24 All of which, Counsel for Defendant would argue, should mitigate in factor of significantly reducing
25 or waiving any PAGA penalties.

26 27. While Plaintiff disagrees that this analysis is legal correct or persuasive, PAGA
27 Counsel had to consider the foregoing facts and arguments and how they might impact any judgment
28 ultimately awarded to PAGA Members if the Court were persuaded by them.

1 28. The potentially probative effect of the policies, time and pay records offered by
2 Defendant in support of these arguments at mediation was a substantial factor in the Parties arriving
3 at the agreed-upon settlement, and was material to that determination.

4 29. Plaintiff contends that he and the aggrieved employees consistently worked over five (5)
5 hours in one day without being provided a compliant thirty (30) minute uninterrupted meal break and not
6 being compensated one (1) hour of pay at their regular rate of compensation for each workday that a meal
7 period was not provided or provided after five (5) hours.

8 30. Because Plaintiff was a maintenance worker, he often had heavy workloads that were
9 urgent or emergencies, and he would need to finish up before he could move on to either take a break, or
10 move onto the next job.

11 31. Plaintiff contends that there were multiple instances throughout the month when his
12 rest breaks were interrupted.

13 32. Plaintiff also contends that he was never told to take a rest break by a supervisor.

14 33. Plaintiff contends that Defendant required that Plaintiff and the aggrieved employees
15 be available by cell phone and answer/use their cell phones while working as necessary to perform
16 their job duties.

17 34. Plaintiff concedes that towards the end of Plaintiff's employment, Defendant
18 provided radios for communication, but the radios often did not work and Plaintiff had to resort to
19 using his personal cell phone anyway.

20 35. Plaintiff alleges that as a result of the claims above, Defendant issued wage
21 statements that violate Labor Code §§ 226(a)(2), and (9). This is a derivative claim.

22 36. Here, Plaintiff and numerous aggrieved employees are no longer employed by
23 Defendant.

24 37. Plaintiff alleges that Defendant failed to pay all wages owed and due upon their
25 termination and/or resignation.

26 **REQUESTS FOR ATTORNEYS' FEES AND COSTS**

27 38. As detailed fully in the Settlement, the settlement provides for Defendant to create a
28 Gross Settlement Amount of \$189,000.00. From that fund, Plaintiff requests an award of attorneys'

1 fees for Plaintiff's Counsel in the amount of \$63,000.00, or 33.33% of the Gross Settlement Amount,
2 and \$13,370.38 in reimbursement for costs.

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

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

23 41. There are always risks attendant to billing cases on a contingency basis. Those
24 risks are even higher in the current economic climate. Kingsley & Kingsley bills the vast majority
25 of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate
26 cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct.
27 filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San
28 Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection

1 in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred
2 thousands of dollars in fees that will never be recovered.

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

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

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

- 21 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
22 pharmaceutical sales representatives are exempt employees affirmed);
- 23 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)
24 (lower court ruling in employer's favor that certain employees can share in
25 mandatory tip pool affirmed);
- 26 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
27 ruling in employer's favor that certain employees can share in mandatory tip pool
28 affirmed);

- 1 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
2 employer's favor approving employer's commission pay plan affirmed) ;
- 3 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
4 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
5 employees affirmed);
- 6 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court
7 ruling that pharmaceutical sales representatives are exempt employees affirmed);
- 8 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
9 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores
10 California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
11 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
12 Supreme Court affirmed lower court);
- 13 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
14 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
15 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
16 arbitration affirmed);
- 17 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
18 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
19 affirmed);
- 20 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
21 in part and affirming in part trial courts order compelling arbitration);
- 22 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
23 summary judgement in favor of employer on wage statement claim);
- 24 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
25 2018) (affirming judgement for employees after bench trial);
- 26 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
27 before the California Supreme Court on January 6, 2020 and a decision was
28 published in March 2020.

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

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

13 **PAGA COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

14 47. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
15 Plaintiff's Counsel have an aggregate lodestar in the amount of \$56,405.00 which represents 80.15
16 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff's
17 instant Motion, and 10 future hours.

18 48. As such, PAGA Counsel is not asking for a multiplier.

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

21 50. The requested hourly rates in this case range from \$450.00 per hour to \$1,100.00.

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

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

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

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

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

7 56. My office billed for the following five attorneys for work performed on this case:
8 Eric Kingsley, Ari J. Stiller, Jessica Adlouni, Jessica Bulaon, and me.

9 57. I am a partner at Kingsley & Kingsley, APC, has a billing rate of \$800 per hour. I am
10 an honors graduate of Florida State University, and received my JD from University of California
11 Davis School of Law in 2008, where I was an editor of the Environmental Law Journal and a board
12 member of the King Hall Negotiations Team

13 58. Ari J. Stiller, a senior associate at Kingsley & Kingsley, APC, has a billing rate of \$725
14 per hour. Mr. Stiller is a 7-year attorney whose practice focuses on employment litigation, including
15 wage and hour class actions, discrimination, harassment, and wrongful termination claims. Mr.
16 Stiller graduated Phi Beta Kappa with a B.A. from Colorado College in 2006 and received his J.D.
17 from University of Colorado School of Law in 2013, where he was an associate editor of the law
18 review and president of his class. Mr. Stiller formerly practiced on the motions and appeals team at
19 a prominent Los Angeles law firm and served as a judicial fellow to Judge Paul Watford in the U.S.
20 Court of Appeals for the Ninth Circuit.

21 59. Jessica Adlouni is an Associate Attorney at Kingsley & Kingsley, APC. She is billed
22 at \$500 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from
23 UCLA School of Law in May 2019.

24 60. Jessica Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon is
25 a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her
26 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's
27 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment
28 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a

1 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of
2 2021. She is billed at \$450 per hour.

3 61. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New*
4 *Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two dozen
5 bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour,
6 with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite
7 low inflation and weak demand for legal services, rates at large corporate law firms have risen by
8 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest
9 rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit
10 3.

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

13 63. PAGA Counsel’s rates in calculating the lodestar are the same rates charged to non-
14 contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal
15 services.

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

18 65. Finally, PAGA Counsel’s rates are in line with the adjusted Laffey Matrix, which is a
19 fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
20 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.
21 Kingsley, is \$1,057, a reasonable rate for an attorney with 14 years of experience, such as Ms. Szamet
22 and myself, is \$878, a reasonable rate for an attorney with 9 years of experience, such as Mr. Stiller,
23 is \$777, a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Adlouni and
24 Ms. Bulaon is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached
25 hereto as Exhibit 4.

26 66. Kingsley & Kingsley’s attorneys’ fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	12.40	\$1100.00	\$13,640.00

Liane Katzenstein Ly	32.60	\$800.00	\$26,080.00
Ari J. Stiller	3.10	\$725.00	\$2,247.50
Jessica Bulaon	31.75	\$450.00	\$14,287.50
Jessica Adlouni	0.30	\$500.00	\$150.00
KINGSLEY TOTAL ATTORNEYS' FEES	80.15		\$56,405.00²

67. Kingsley & Kingsley, APC has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Plaintiff;
- h. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- j. researching private right of action and various impact on class actions;
- k. interviewing and obtaining declarations from PAGA Member;
- l. preparing for and attending mediation;
- m. discussing issues related to damage model calculations;
- n. preparing and analyzing damage models;

² The Total Attorneys' Fees does not include PAGA Counsel anticipated 10 hours of future time to handle the final approval hearing in July and to oversee the administration process.

- o. negotiating the terms of the settlement;
- p. reviewing and making changes to the Settlement Agreement;
- q. drafting and editing all documents for Preliminary and Final Approval;
- r. monitoring Notice and settlement administration procedures;
- s. coordinating and overseeing all aspects of the administration of the Action (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

68. Based on the aggregate lodestar, PAGA Counsel is not requesting a multiplier.

69. I believe the request for attorneys' fees in the amount of \$63,000.00 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and experience led to an outstanding settlement

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

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

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

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

72. In addition to their request for fees, Plaintiff's Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$13,370.38.

73. To date, Plaintiff's Counsel has incurred \$12,770.38 in costs.

74. Plaintiff's Counsel anticipates incurring an additional \$600.00 in costs to file and

1 serve this motion, but the Settlement provides for a reimbursement of litigation costs of up to
2 \$20,000.00.

3 75. As such, counsel is requesting a cost reimbursement of \$13,370.38.

4 76. All of the requested costs are reasonable in amount and were necessarily incurred by
5 Plaintiff's Counsel in prosecuting this litigation.

6 77. All of these costs have been incurred in the course of this litigation, and all costs
7 advanced have already been paid by Plaintiff's Counsel, with the exception of the anticipated cost
8 of filing the present motion.

9 78. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
10 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
11 should approve the request for reimbursement in the amount of \$13,370.38.

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

13 79. The Settlement calls for an enhancement payment of \$7,500.00 to the named
14 Plaintiff, to be paid from the Gross Settlement Amount.

15 80. The time spent by Enmanuel De Jesus Lopez Torres includes identifying competent
16 counsel, providing information to Plaintiff's Counsel regarding Plaintiff's relevant employment
17 experiences, compiling documents, meeting with Plaintiff's Counsel frequently to discuss the status
18 of the case and the theories of liability, reviewing settlement documents, and making himself
19 available for a full day of mediation.

20 81. Based on these facts, Plaintiff's Counsel considers this to be a fair and reasonable
21 enhancement.

22 82. The enhancement takes into consideration the time, effort, risks, and expense
23 incurred by Plaintiff in coming forward to litigate this matter on behalf of the PAGA Members, while
24 also compensating him for his agreement to fully and forever release all claims that arise from his
25 employment with Defendant as permitted by California law.

26 ///

27 ///

28 ///

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

83. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Approval of Representative Action Settlement ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "7".

EXHIBITS

84. Attached hereto as Exhibit “1” is a true and correct copy of the fully-executed PAGA Settlement Agreement.

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

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

87. Attached hereto as Exhibit “4” is a true and correct copy of the 2024-2025 Adjusted Laffey Matrix.

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

89. Attached hereto as Exhibit “6” is a true and correct copy of the Phoenix’s Class Action Administration Fixed Fee quote.

90. Attached hereto as Exhibit “7” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 83 above.

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

This declaration was executed this 16th day of April, 2024, in Los Angeles, California.

Liane Katzenstein Ly

EXHIBIT "1"

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Attorneys for Plaintiff and the aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ENMANUEL DE JESUS LOPEZ TORRES

an individual, on behalf of the State of
California, as a private attorney general,

PLAINTIFF,

v.

MOUNTAIN VIEW COUNTRY CLUB,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CVRI2105882

[Case Assigned for All Purposes to Hon. Harold
W. Hopp in Dept. 1]

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed: October 21, 2021

FAC Filed: March 3, 2022

DEFINITIONS

1 Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet and
2 will include PAGA Member's: (1) full name; (2) last known home address; (3) social security
3 number; (4) start and end dates of active employment as a non-exempt employee of Defendant in
4 the State of California; (5) total pay periods worked during the PAGA Period; and (6) any other
5 information required by the Settlement Administrator in order to effectuate the terms of the
6 Settlement.

7 9. "Plaintiff's Counsel's Fees and Costs" means attorneys' fees for Plaintiff's
8 Counsel's litigation and resolution of this Action and their expenses and costs incurred in
9 connection with the Action, which shall be paid from the Gross Settlement Amount. Plaintiff's
10 Counsel will request attorneys' fees not to exceed One Third (1/3) of the Gross Settlement
11 Amount, *i.e.* Sixty-Three Thousand Dollars (\$63,000.00), and the reimbursement costs and
12 expenses associated with the litigation and settlement of the Action, not to exceed Twenty
13 Thousand Dollars (\$20,000.00), subject to the Court's approval. Defendant has agreed not to
14 oppose Plaintiff's Counsel's request for fees and reimbursement of costs and expenses in the
15 amount set forth above.

16 10. "Plaintiff's Representative Enhancement Payment" means the amount that the
17 Court authorizes to be paid to Plaintiff in exchange for his general release of claims pursuant to
18 California Civil Code Section 1542 and as set forth in this Agreement, in the amount of Seven
19 Thousand Five Hundred Dollars (\$7,500.00), subject to approval by the Court.

20 11. "Settlement Administrator" means Phoenix Class Action Settlement
21 Administration Solutions. The Parties each represent that they do not have any financial interest
22 in the Settlement Administrator or otherwise have a relationship with the Settlement
23 Administrator that could create a conflict of interest.

24 12. "Settlement Administration Payment" shall mean the payment to the Settlement
25 Administrator for its fees and expenses in administering this Settlement in an amount not to
26 exceed Four Thousand Five Hundred Dollars (\$4,500.00).

27 13. "Pay Period" shall mean any pay period within the PAGA Period in which a PAGA
28 Member received payment from Defendant as an hourly-paid, non-exempt employee. Pay Period

1 does not include the time where Defendant's operations were shut down or the employees did not
2 work due to COVID-19 shutdowns, furlough or other scheduling where the employee did not
3 work at any time during the Pay Period.

4 14. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
5 PAGA Member.

6 15. "Gross Settlement Amount" shall mean the Gross Settlement Amount of One
7 Hundred Eighty-Nine Thousand Dollars (\$189,000.00) payable by Defendant as provided by this
8 Settlement Agreement. The Gross Settlement Amount is non-reversionary; no portion of the
9 Gross Settlement Amount will return to Defendant.

10 16. Prior to the Parties' Mediation, Defendant provided payroll records demonstrating
11 that as of November 23, 2023, the number of Pay Periods actually worked by the PAGA Members
12 was approximately 5,802. The Parties now estimate that the total number of Pay Periods during
13 the PAGA Period is no more than 7,255 Pay Periods. This representation is a material term of
14 this PAGA Settlement Agreement. To the extent that the number of estimated pay periods, as
15 represented by Defendant, increases by more than 7%, Defendant shall have the right to increase
16 the Gross Settlement Amount proportionately. For example, if the number of pay periods
17 increases by 12% then Defendant shall have the right to increase the Gross Settlement Agreement
18 by 12%. If Defendant chooses not to increase the Gross Settlement Agreement, Plaintiff has the
19 right to void the Settlement. Defendant shall pay the cost of any administration fees incurred up
20 to the date that Plaintiff chooses to void the Settlement. If Plaintiff chooses to void the Settlement,
21 the Parties will be returned to the positions they were in prior to entering into this Settlement.
22 "Net Settlement Amount" shall mean the Gross Settlement Amount, less (1) Plaintiff's Counsel's
23 fees, (2) Plaintiff's Counsel's costs, (3) Settlement Administration Costs, and (4) Plaintiff's
24 Representative Payment.

25 17. "LWDA Payment" shall mean the payment to the California Labor and Workforce
26 Development Agency ("LWDA") constituting seventy-five percent (75%) of the Net Settlement
27 Amount.

28 18. "PAGA Payment" shall mean the remaining twenty-five percent (25%) of the Net

1 Settlement Amount to be distributed on a *pro rata* basis based upon the number of Pay Periods
2 worked by each PAGA Member.

3 19. "PAGA Payment Share" shall mean the value of each PAGA Member's share of
4 the PAGA Payment as provided by this Settlement Agreement.

5 20. "PAGA Notice" shall mean the Notice of Settlement and Approval, a sample of
6 which is attached hereto as Exhibit A. The PAGA Notice shall further contain (i) a PAGA
7 Member's first and last name; (ii) last known address; (iii) the PAGA Member's Individual Pay
8 Periods; and (vi) the PAGA Member's individual share of the PAGA Payment.

9 21. "Effective Date" shall mean the later of the following: (a) if no timely objections
10 are filed or if all objections are withdrawn, the date upon which the Court enters approval of the
11 Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such
12 appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal)
13 of any such appeal in a way that does not alter the terms of the Settlement.

14 22. "Judgment" shall mean the order granting approval of the Settlement, granting
15 approval of the PAGA Notice, and entering judgment by the Court that the Parties anticipate will
16 be entered following a hearing for approval of the Settlement in this Action.

17 23. "Released Parties" means Defendant Mountain View Country Club, Inc., and its
18 direct and/or indirect officers, directors, members, managers, employees, agents, representatives,
19 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
20 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

21 24. "Released PAGA Claims" means any and all claims for the recovery of civil
22 penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved
23 Employees had, or may claim to have against the Released Parties arising out of the violation
24 alleged in the Action, including, failure to provide compliant meal and rest breaks, failure to pay
25 them all premium wages owed for short, late, or missed meal and rest periods calculated at the
26 correct regular rate of pay, failure to pay all wages owed at discharge or resignation; failure to
27 timely pay wages within the times permissible under Labor Code section 204; failure to provide
28 complete and accurate wage statements; failure to keep complete and accurate payroll records;

1 failure to reimburse necessary business related expenses; violations of Labor Code sections 201,
2 202, 203, 204, 210, 226(a), 226.7, 512, and 2802. This release shall apply to claims arising during
3 the PAGA Period.

4 **RECITALS**

5 25. On April 27, 2021, Plaintiff's Counsel sent a demand letter to Defendant alleging
6 the following claims: (1) Retaliation in violation of the CFRA; (2) Retaliation in violation of
7 Labor Code Section 1102.5; (3) Wrongful termination in violation of public policy; (4) Meal
8 period violations; (5) Rest break violations; and (6) Failure to indemnify. (the "Individual
9 Claims").

10 26. On October 21, 2021, Plaintiff's Counsel, on behalf of Plaintiff and PAGA
11 Members, gave written notice to the LWDA of the Labor Code violations Defendant is alleged to
12 have violated ("PAGA Letter").

13 27. On October 21, 2021, Plaintiff filed a class action complaint alleging the following
14 six (6) causes of action: (1) Unpaid Meal Period Premiums; (2) Unpaid Rest Period Premiums;
15 (3) Failure to Reimburse Business Expenses; (4) Failure to Provide Accurate Itemized Wage
16 Statements; (5) Final Wages Not Timely Paid; and (6) Unfair Business Practices (California
17 Business and Professions Code § 17200) with the San Diego County Superior Court (the "Class
18 Action Complaint"). On December 21, 2021, the case initiated by Plaintiff's Class Action
19 Complaint was transferred to the Riverside County Superior Court.

20 28. On March 3, 2022, Plaintiff filed his First Amended Complaint (the "PAGA
21 Complaint") which withdrew all class claims alleged in the Class Action Complaint, and asserted
22 only a single cause of action for violation of Labor Code § 2698, *et seq.* ("PAGA").

23 29. On January 29, 2024, the Parties in the Action participated in a full day of
24 mediation before an experienced employment and representative action mediator, Henry
25 Bongiovi, which resulted in a settlement of the PAGA (the "Mediation").

26 30. Throughout the Action, Defendant has denied, and continues to deny, any
27 wrongdoing in regard to the alleged violations.

28 31. The Settlement described in this Settlement Agreement represents a compromise

1 and settlement of highly disputed claims. Nothing in this Settlement is intended or will be
2 construed as an admission by Defendant that Plaintiff's claims in the Action have any merit or
3 that it has any liability to Plaintiff, PAGA Members, or the State on those claims, or as an
4 admission by Plaintiff that Defendant's defenses in Action have any merit. This Settlement is
5 intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the
6 released claims subject to the terms and conditions set forth in this Settlement.

7 32. Based on its own thorough, independent investigation and evaluation of this case,
8 Plaintiff's Counsel is of the opinion that the Settlement of the Action with Defendant for the
9 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
10 best interest of PAGA Members in light of all known facts and circumstances, including the risk
11 of significant costs and delay, the defenses asserted by Defendant including the risks of adverse
12 determinations on the merits, and numerous potential appellate issues. Although Defendant
13 contends that it has no liability in the Action, Defense Counsel shares Plaintiff's Counsel's belief
14 that the Settlement represents a fair and adequate settlement given the respective risks associated
15 with the case.

16 33. Based on the foregoing Recitals, the Parties agree as follows:

17 **PROCEDURE FOR APPROVING SETTLEMENT**

18 34. Motion for Approval of Settlement: Plaintiff will obtain a hearing before the Court
19 to request Motion for Approval of the PAGA Settlement ("Motion for Approval"). In conjunction
20 with the Motion for Approval hearing, Plaintiff will submit this Agreement, which sets forth the
21 terms of the Settlement, and will include the proposed PAGA Notice attached as Exhibit A.
22 Defendant agrees that it will not oppose Plaintiff's Motion for Approval. Any failure by the Court
23 to fully and completely approve the Agreement as to the Action will result in this Settlement
24 Agreement entered into by the Parties, and all obligations under this Settlement Agreement being
25 nullified and voided.

26 35. Final Order and Judgment: Upon approval of the Settlement by the Court, the
27 Parties will present for the Superior Court's approval and entry a Proposed Final Order and
28 Judgment.

1 36. Notice: After the Court enters its Order granting approval of the PAGA Settlement,
2 every PAGA member will be provided with the PAGA Notice (in English and Spanish). Each
3 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
4 Settlement's principal terms; (c) the PAGA Members definition; (d) the dates which comprise the
5 PAGA Period; (e) the total pay periods during the PAGA Period each respective PAGA Member
6 worked for Defendant; and (f) each PAGA Member's PAGA Payment Share.

7 37. Delivery of the Aggrieved Employee List: Within fourteen (14) calendar days after
8 the Court enters its order granting approval of the PAGA Settlement, Defendant will provide the
9 Aggrieved Employee List to the Settlement Administrator. This is a material term of the
10 Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Settlement.

11 38. Confirmation of Contact Information in the Aggrieved Employee List: Prior to
12 mailing, the Settlement Administrator will perform a search based on the National Change of
13 Address Database for information to update and correct for any known or identifiable address
14 changes. Any Notice returned to the Settlement Administrator as non-deliverable will be sent
15 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
16 Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding
17 address is provided, the Settlement Administrator will promptly attempt to determine the correct
18 address using a skip-trace, or other search using the name, address and/or Social Security number
19 of the PAGA Member involved, and will then perform a single re-mailing. If any notice sent to a
20 PAGA Member by the Settlement Administrator is returned as undeliverable to a current
21 employee, then Defendant shall make all reasonable efforts to obtain the current address from the
22 PAGA Member and provide the same within five (5) calendar days of notice from the Settlement
23 Administrator.

24 39. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the
25 Effective Date, Defendant will deposit the full payment of \$189,000 into a Qualified Settlement Fund
26 ("QSF") to be established by the Settlement Administrator.

27 40. Payment of PAGA Payment Shares: The Settlement Administrator shall pay to
28 each PAGA Member his or her PAGA Payment Share by sending a check in the appropriate

1 amount to the PAGA Member at the address indicated in the Aggrieved Employee List. Such
2 payment, with the PAGA Notice, shall be sent by the Settlement Administrator via U.S. Mail
3 within fourteen (14) calendar days of its receipt of the Gross Settlement Amount from Defendant.

4 41. Uncashed PAGA Payment Share Checks: Any checks issued by the Settlement
5 Administrator to PAGA Members will be negotiable for at least one hundred eighty (180)
6 calendar days. If a PAGA Member does not cash his or her PAGA Payment Share check within
7 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of
8 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
9 § 1500, *et. seq.* for the benefit of those PAGA Members who did not cash their checks until such
10 time that they claim their property. The Parties agree that this disposition results in no “unpaid
11 residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will
12 be paid out to the LWDA and PAGA Members, whether or not all PAGA Members cash their
13 settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.
14 The Individual Settlement Payments provided to PAGA Members shall prominently state the
15 expiration date or a statement that the PAGA Payment Share Check will expire in one hundred
16 eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the
17 PAGA Payment Share. Expired PAGA Payment Share checks will not be reissued, except for
18 good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds
19 will result from the settlement. A PAGA Member who fails to receive his or her PAGA Payment
20 Share check despite the procedures described above shall nevertheless remain bound by the
21 Settlement and the releases contained herein.

22 **SETTLEMENT TERMS AND CONDITIONS**

23 42. PAGA Payment Shares: Subject to the terms and conditions of this Settlement, the
24 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Member
25 within ten (10) calendar days after Defendant provide the Settlement Administrator with the
26 Aggrieved Employee List. The PAGA Payment Share for each PAGA Member will be calculated
27 as follows, understanding that the formulas below do not constitute an admission by either Party,
28 and are intended only to provide a practical means to simplify and administer the claims process:

1 a) Number of PAGA Members and Pay Periods: Defendant shall determine the
2 total number of PAGA Members and the aggregate number of Pay Periods for
3 those PAGA Members during the PAGA Period. This information shall be
4 provided to the Settlement Administrator along with the Aggrieved Employee
5 List as described above.

6 b) Calculation of the Pay Period Value: The Settlement Administrator shall
7 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA
8 Payment amount (*i.e.*, 25% of the Net Settlement Amount) and dividing it by
9 the sum of all PAGA Members' Pay Periods.

10 c) Calculation of PAGA Payment Shares: The Settlement Administrator shall
11 assign to each PAGA Member a PAGA Payment Share which shall be equal
12 to the Pay Period Value multiplied by each PAGA Member's Individual Pay
13 Periods. Upon calculation of the PAGA Members' PAGA Payment Shares, the
14 Settlement Administrator shall furnish to Plaintiff's Counsel and Defense
15 Counsel a worksheet containing a list of employee identification numbers for
16 the PAGA Members with their corresponding Individual Pay Periods and
17 PAGA Payment Shares.

18 43. Taxes and Withholdings: Each PAGA Payment Share is intended to settle the
19 PAGA Members' claims for civil penalties arising under PAGA. Accordingly, one hundred
20 percent (100%) of each PAGA Payment Share shall represent civil penalties. The PAGA Payment
21 Share shall be paid to the PAGA Member in full without deductions or withholdings, and the
22 Settlement Administrator shall issue an IRS Form 1099 to each PAGA Member for that amount.
23 Each PAGA Member shall be individually responsible for their own share of applicable income
24 tax withholdings and deductions for his or her PAGA Payment Share.

25 44. Payments to Plaintiff, Plaintiff's Counsel and Others: Subject to the terms and
26 conditions of this Settlement, the Settlement Administrator will make the following payments out
27 of the Gross Settlement Amount as follows:

28 a) Plaintiff's Representative Enhancement Payment: Defendant agrees not to

1 oppose or object to any application or motion by Plaintiff for Plaintiff's
2 Representative Enhancement Payment of Seven Thousand Five Hundred
3 Dollars (\$7,500.00). The Plaintiff's Representative Enhancement Payment is
4 in exchange for Plaintiff's general release of claims and waiver of Civil Code
5 Section 1542, the terms of which are set forth in this Agreement. Any portion
6 of the requested Plaintiff's Representative Enhancement Payment that is not
7 awarded to the Plaintiff Representative shall be reallocated to the Net
8 Settlement Amount and distributed to the PAGA Members as provided in this
9 Agreement.

10 b) Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
11 motion by Plaintiff's Counsel for attorneys' fees of not more than Sixty-Three
12 Thousand Dollars (\$63,000.00) plus the reimbursement of costs and expenses
13 associated with the litigation and settlement of the Action, in an amount not to
14 exceed Twenty Thousand Dollars (\$20,000.00), both of which will be paid
15 from the Gross Settlement Amount. Any portion of the requested fees or costs
16 that is not awarded to Plaintiff's Counsel shall be reallocated to the Net
17 Settlement Amount and distributed to the PAGA Members as provided in this
18 Agreement.

19 c) Settlement Administration Costs: The Settlement Administrator will be paid
20 for the reasonable costs of administration of the Settlement and distribution of
21 payments from the Gross Settlement Amount as further set forth in this
22 Agreement. Settlement Administration Costs shall not exceed Four Thousand
23 Five Hundred Dollars (\$4,500.00).

24 d) Distribution of the Net Settlement Amount: Seventy-five percent (75%) of the
25 Net Settlement Amount shall be distributed to the LWDA ("LWDA
26 Payment"). The remaining 25% of the Net Settlement Amount shall be
27 distributed to the PAGA Members on a *pro rata* basis based upon the number
28 of pay periods worked by each PAGA Member ("PAGA Payment").

1 45. Appointment of Settlement Administrator: The Parties have agreed to, and
2 Plaintiff will move to appoint Phoenix Class Action Administration Solutions, a qualified and
3 experienced settlement administrator based in California where the Action is venued, to serve as
4 the Settlement Administrator, which, as a condition of appointment, will agree to be bound by
5 this Settlement Agreement with respect to the performance of its duties and its compensation. The
6 Settlement Administrator's duties will include (i) calculating PAGA Payment Shares; (ii)
7 preparing, translating, printing, and mailing the PAGA Notice to all PAGA Members; (iii) using
8 reasonable measures to contact all PAGA Members, including conducting a National Change of
9 Address search on all PAGA Members before mailing the PAGA Notice to each PAGA Member's
10 address; (iv) re-mailing the PAGA Notice to the PAGA Member's new address for those PAGA
11 Members whose address had changed; (v) issuing the checks to effectuate the payments due under
12 the Settlement; (vi) using reasonable measures to deliver issued checks to PAGA Members,
13 including use of a "skip-trace" for undeliverable checks; and (vii) otherwise administering the
14 Settlement pursuant to this Settlement Agreement. The Settlement Administrator will have the
15 final authority to resolve all disputes concerning the calculation of a PAGA Member's PAGA
16 Payment Share, subject to the terms set forth in this Settlement Agreement. The Settlement
17 Administrator's reasonable fees and expenses are estimated to not exceed Four Thousand Five
18 Hundred Dollars (\$4,500.00) and will be paid out of the Gross Settlement Amount, as set forth
19 herein, subject to Court approval.

20 46. Settlement Consideration: Defendant shall fund the Gross Settlement Amount
21 following approval of the Motion for Approval by the Court and the occurrence of the Effective
22 Date. The following will be paid out of the Gross Settlement Amount: Plaintiff's Representative
23 Enhancement Payment, Plaintiff's Counsel's Fees and Costs, the PAGA Payment, and the
24 Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required
25 to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-
26 reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

27 47. Released PAGA Claims: Upon the Effective Date, PAGA Members, without the
28 need to manually sign a release document, in exchange for the consideration recited in this

1 Settlement Agreement, on behalf of himself or herself, shall and does hereby fully and finally
2 release Defendant as named by Plaintiff in the operative complaint, and the Released Parties, from
3 any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under
4 PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendant
5 and the Released Parties from the Released Claims.

6 48. Except for Plaintiff's general release and waiver Civil Code Section 1542 as set
7 forth in this Agreement, the Released PAGA Claims expressly exclude all claims made by PAGA
8 Members for individual wage claims, vested benefits, wrongful termination, unemployment
9 insurance, disability, social security, workers' compensation, claims while classified as exempt,
10 and claims outside of the PAGA Period.

11 49. Released Individual Claims: Plaintiff, in exchange for the consideration recited in
12 this Agreement, that he or any person acting by, through or under him, releases Defendant and,
13 as applicable, its parent entities, subsidiaries, affiliates, directors, officers, members, employees,
14 former employees, attorneys, insurers and agents, including all employee benefit plans sponsored
15 or administered by any of them (collectively, the "Released Parties"), from any and all claims
16 Plaintiff has against them and agrees that he will not institute any action or actions, cause or
17 causes of action (in law or in equity), suits, debts, liens, claims, demands, known or unknown,
18 fixed or contingent, that he may have or claim to have in state or federal court, or with any state,
19 federal, or local government agency or with any administrative or advisory body arising from or
20 attributable to the Released Parties. Plaintiff specifically agrees that there was a dispute between
21 the Parties regarding whether Defendant owed Plaintiff general and special damages, and/or
22 attorneys' fees and costs. Plaintiff further specifically agrees that the consideration set forth in
23 Paragraph 44(a) is fair and valuable consideration and that he is compromising and releasing the
24 Released Parties from his Individual Claims in addition to any and all claims made in the Class
25 Action Complaint, the PAGA Complaint, and/or any other form of claim or remedy. Plaintiff
26 also specifically agrees that he is compromising, settling, and releasing the Released Parties from
27 any right or claim and for all liability that may presently exist for any potential claim. This
28 release, includes, but is not limited to, all claims for wrongful termination, termination in violation

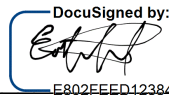
1 of public policy, fraud, defamation, breach of express or implied contract, breach of the implied
2 covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress,
3 and employment discrimination, harassment, or retaliation, including, but not limited to, any
4 violation of the Age Discrimination in Employment Act of 1967, as amended by the Older
5 Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the
6 Americans With Disability Act of 1990, as amended, the Family Medical Leave Act of 1993, the
7 California Family Rights Act, the Fair Employment and Housing Act, the Unruh Civil Rights Act,
8 California Business and Professions Code § 17200 et seq., the Insurance Fraud Prevention Act,
9 or any other similar local, state or federal act or regulation. This release includes, but is not limited
10 to, all claims for wage and hour violations and related claims for wages, premium pay, penalties,
11 interest, liquidated damages, and attorneys' fees, including but not limited to, any violation of the
12 Fair Labor Standards Act, the California Labor Code (including, but not limited to, sections 201,
13 203, 204, 206, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1050 et seq.,
14 1102.5 et seq., 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and/or 2699 et seq.), and any
15 California Industrial Welfare Commission Wage Order. This release does not apply to claims for
16 Unemployment Insurance benefits, Workers' Compensation benefits, claims under the
17 Uniformed Services Employment and Reemployment Rights Act or claims that may not be
18 released through a general release and waiver under state or federal law.

19 50. Plaintiff's Waiver of Civil Code Section 1542. Plaintiff understands and agrees
20 that Paragraph 49, above, applies to claims known and presently unknown by him, and that this
21 means that if he hereafter discovers facts different from or in addition to those which he now
22 knows or believes to be true, that all of the releases, waivers, discharges, and promises not to sue
23 or otherwise institute legal action shall be and remain effective in all respects notwithstanding
24 such different or additional facts or the discovery of such facts. Accordingly, Plaintiff hereby
25 agrees that he fully and forever waives any and all rights and benefits conferred upon him by the
26 provisions of Section 1542 of the Civil Code of the State of California which states as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
4 DEBTOR OR RELEASED PARTY.

5 Plaintiff acknowledges that he has reviewed the forgoing, by signing below, acknowledges
6 that his general release and waiver of Civil Code Section 1542 is made knowingly and
7 intelligently, and he has been given the opportunity to review the terms of this release and
8 waiver with counsel.

9  DocuSigned by:
E802FEED1238402...

10 Emmanuel De Jesus Lopez Torres

11 51. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
12 reporting policy regarding any future employment references related to Plaintiff. In the event that
13 any potential or future employers of Plaintiff request a reference regarding Defendant's
14 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
15 employment and job title(s) during employment. Defendant shall not refer to the Action or this
16 Settlement.

17 52. No Credit Toward Benefit Plans: The payment of PAGA Payment Shares made to
18 PAGA Members under this Settlement, as well as any other payments made pursuant to this
19 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
20 which any PAGA Members may be eligible, including, but not limited to profit-sharing plans,
21 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
22 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
23 affect any rights, contributions, or amounts to which any PAGA Members may be entitled under
24 any benefit plans.

25 53. No Prior Assignments: The Parties and their counsel represent, covenant, and
26 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
27 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
28 action, cause of action or right herein released and discharged.

1 54. Continued Jurisdiction: After entry of the Judgment, the Court will have
2 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
3 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment
4 matters as may be appropriate under court rules or as set forth in this Settlement pursuant to the
5 Code Civil Procedure section 664.6. Except as provided to the contrary herein, any dispute or
6 controversies arising with or with respect to the interpretation, enforcement, or implementation
7 of the Settlement Agreement shall be presented to the Court for resolution.

8 55. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
9 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
10 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

11 56. Entire Agreement: This Settlement Agreement and any attached Exhibits
12 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
13 or oral agreements may be deemed binding on the Parties.

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

17 58. Waiver of Certain Appeals: The Parties agree to waive appeals; except, however,
18 that either party may appeal any court order that materially alters the Settlement Agreement's
19 terms.

20 59. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
23 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
24 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
25 counsel will cooperate with each other and use their best efforts to affect the implementation of
26 the Settlement. If the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions that may
28 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance

1 of the Court to resolve such disagreement.

2 60. Binding on Successors and Assigns: This Settlement Agreement will be binding
3 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
4 defined.

5 61. California Law Governs: All terms of this Settlement Agreement and Exhibits
6 hereto will be governed by and interpreted according to the laws of the State of California.

7 62. Execution and Counterparts: This Settlement Agreement is subject only to the
8 execution of all Parties. However, the Settlement Agreement may be executed in one or more
9 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
10 of the signature page, will be deemed to be one and the same instrument provided that counsel
11 for the Parties will exchange among themselves original signed counterparts.

12 63. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
13 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
14 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
15 litigation, taking into account all relevant factors, present and potential. The Parties further
16 acknowledge that they are each represented by competent counsel and that they have had an
17 opportunity to consult with their counsel regarding the fairness and reasonableness of this
18 Settlement.

19 64. Invalidity of Any Provision: Before declaring any provision of this Agreement
20 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
21 consistent with applicable precedents so as to define all provisions of this Agreement valid and
22 enforceable.

23 65. Captions: The captions and section numbers in this Agreement are inserted for the
24 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
25 provisions of this Agreement.

26 66. Waiver: No waiver of any condition or covenant contained in this Settlement
27 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
28 to imply or constitute a further waiver by such party of the same or any other condition, covenant,

1 right or remedy.

2 67. Enforcement Action: In the event that one or more of the Parties institutes any
3 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
4 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
5 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
6 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

7 68. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
8 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
9 strictly against one Party than another merely by virtue of the fact that it may have been prepared
10 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
11 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

12 69. Representation By Counsel: The Parties acknowledge that they have been
13 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
14 and that this Agreement has been executed with the consent and advice of counsel and reviewed
15 in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on
16 the Agreement.

17 70. Cooperation and Execution of Necessary Documents: The Parties agree to
18 cooperate to promote participation in the Settlement, and in seeking court approval of the
19 Settlement. If the Parties are unable to reach agreement on the form or content of any document
20 needed to implement the Settlement, or on any supplemental provisions that may become
21 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
22 Court to resolve such disagreement.

23 Should the Court fail to approve this Settlement for any reason, the Parties agree that they
24 will return to and attend mediation with a mutually agreed Mediator in an effort to reach a
25 settlement that may be approved by the Court.

26 71. Voluntary Agreement: The Parties acknowledge that they have entered into this
27 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
28 duress, or undue influence of any Party, and not in reliance on any promises, representations, or

1 statements made by the other Parties other than those contained in this Settlement Agreement.
2 Each of the Parties hereto expressly waives any right he/they might ever have to claim that this
3 Settlement Agreement was in any way induced by fraud.

4 72. Binding Agreement: The Parties warrant that they understand and have full
5 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
6 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
7 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
8 provisions that otherwise might apply under federal or state law.

9 73. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
10 dispute that has arisen between them and to avoid the burden, expense and risk of continued
11 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
12 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
13 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
14 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
15 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
16 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
17 as an admission or concession by Defendant of any such violations or failures to comply with any
18 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
19 Agreement and its terms and provisions shall not be offered or received as evidence in any action
20 or proceeding to establish any liability or admission on the part of Defendant or to establish the
21 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
22 local or other applicable law.

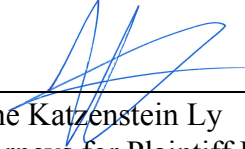
23 74. Confidentiality: Plaintiff and Plaintiff's Counsel agree that they have not and will
24 not publish the Settlement in any form of media. Plaintiff's Counsel shall not report the settlement
25 in any medium or in any publication, shall not post or report anything regarding the claims of
26 Plaintiff or the Settlement on their website, and shall not contact any reporters or media regarding
27 the Settlement. However, Plaintiff's Counsel is authorized to make disclosures to the Court and
28 the LWDA, the PAGA Members, the Settlement Administrator, and for any other reason

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1 necessary to effectuate obtaining the approval of the Settlement or the administration thereof.
 2 Notwithstanding the foregoing, Plaintiff's Counsel may include the Settlement (and/or a summary
 3 of the Settlement) in future declarations filed in support of Plaintiff's Counsel's experience and/or
 4 adequacy in PAGA representative actions and/or class actions. Nothing in the provision is
 5 intended to violate California Rules of Professional Conduct Rule 5.6.

6 DATED: March 12, 2024

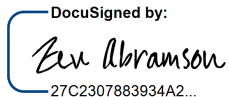
KINGSLEY & KINGSLEY, APC

7
8 By: 

Liane Katzenstein Ly
 Attorneys for Plaintiff Enmanuel de Jesus Lopez
 Torres and the aggrieved employees

11 DATED: March 12, 2024

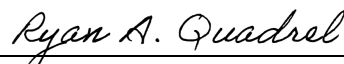
ABRAMSON LAW GROUP

12
13 By: 
27C2307883934A2...

William Zev Abramson
 Attorneys for Plaintiff Enmanuel de Jesus Lopez
 Torres and the aggrieved employees

16 DATED: March 12, 2024

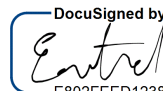
SLOVAK BARON EMPEY MURPHY &
 PINKNEY LLP

18
19 By: 

Ryan A. Quadrel
 Attorneys for Defendant Mountain View Country
 Club, Inc.

22 DATED: March 12, 2024

ENMANUEL DE JESUS LOPEZ TORRES

23
24 By: 
E802FEED1238402...

Enmanuel De Jesus Lopez Torres

26 DATED: March 12, 2024

MOUNTAIN VIEW COUNTRY CLUB, INC.

27
28 By: 

Michael Tovia, Board President

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

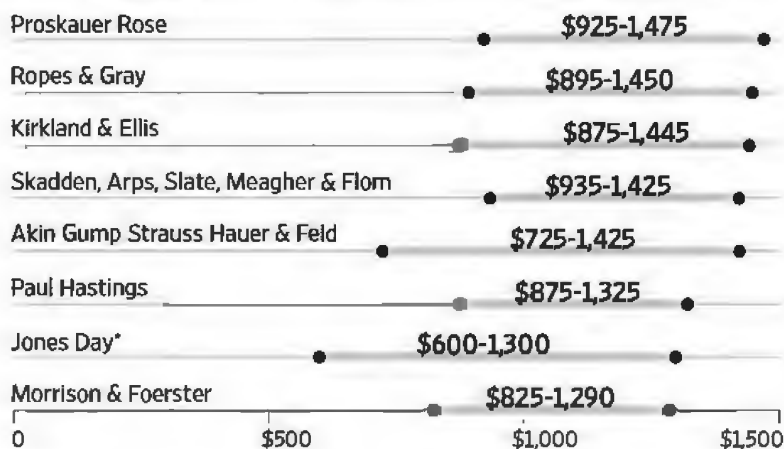
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History

Paralegal

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
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6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
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6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT "5"

Mountain View Country Club, Inc. adv. Lopez Torres, Enmanuel De Jesus

Enmanuel De Jesus Lopez Torres • 760-861-1058 • enmanuel67@gmail.com

Historic Cost			
4/4/2024		OLINV#05883825 MV 4.4.24	
Postage Cost			\$5.80
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Mountain View Country Club, Inc. adv. Lopez Torres, Enmanuel De Jesus | Filevine

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Mountain View Country Club, Inc. adv. Lopez Torres, Enmanuel De Jesus | Filevine

Created: 6/23/2022 at 2:45 PM

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Date Incurred

6/13/2022

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3/17/2022

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Mountain View Country Club, Inc. adv. Lopez Torres, Enmanuel De Jesus | Filevine

Created: 3/17/2022 at 11:01 AM

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Date Incurred

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Court Cost

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costs

Date Incurred

1/5/2022

Payee

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Description

Initial Filing Fee

Court Cost

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Created: 1/6/2022 at 2:45 PM

Trialworks TaskCode

costs

Date Incurred

1/5/2022

Payee

Clerk of the Court

Description

Change of Venue Fee

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Trialworks TaskCode

Copies

Date Incurred

12/1/2021

Payee

Paper Cut

Postage Cost

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Created: 12/1/2021 at 4:33 PM

Trialworks TaskCode

Postage Cost

Date Incurred

12/1/2021

Notes

mailing PAGA letter to Def Counsel via cert mailing.

Court Cost

\$201.47

Created: 12/28/2021 at 11:56 AM

Trialworks TaskCode

Costs

Date Incurred

11/19/2021

Payee

OnCall

Description

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Docs

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Trialworks TaskCode

Filing Fee

Date Incurred

11/1/2021

Payee

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Description

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Filing Fee

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Trialworks TaskCode

Filing Fee

Date Incurred

10/29/2021

Payee

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Description

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Postage Cost

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Created: 10/29/2021 at 9:53 AM

Trialworks TaskCode

Postage Cost

Date Incurred

10/29/2021

Created: 10/29/2021 at 9:53 AM

\$0.60

Trialworks TaskCode

Copies

Date Incurred

10/29/2021

Payee

Paper Cut

Filing Fee

\$1,489.69

Created: 11/11/2021 at 11:43 AM

Trialworks TaskCode

Filing Fee

Date Incurred

10/22/2021

Payee

One Legal

Description

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Docs

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Filing Fee

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Date Incurred 10/21/2021			

EXHIBIT "6"



CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	240
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	240
Subtotal Admin Only	\$4,500.00

FIXED FEE TOTAL: \$4,500.00

For 240 Aggrieved Members

Pricing Good for Scope of Estimate Only

February 22, 2024

Case: Mountain View Matter PAGA Admin wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Liane Katzenstein Ly

Firm: Kingsley & Kingsley

Direct Tel: (818) 990-8300

Email: liane@kingsleykingsley.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 240 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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*	\$58.61	1	\$58.61
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$0.10	240	\$24.00
Language Translation	\$250.00	1	\$250.00
		Total	\$758.61

* 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	240	\$60.00
Notice and Check Packet	\$2.00	240	\$480.00
Estimated Postage (up to 1 oz.)*	\$0.64	240	\$153.60
		Total	\$893.60

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



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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
Skip Tracing Undeliverables	\$1.00	24	\$24.00
Remail Notice Packets	\$2.00	24	\$48.00
Estimated Postage	\$0.64	24	\$15.36
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$297.36

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Case Manager	\$75.00	2	\$150.00
Total			\$350.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Total			\$940.00

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



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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	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$3.14	29	\$90.43
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$50.00	1	\$50.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$300.00	1	\$300.00
Total			\$1,260.43

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

Estimate Total: \$4,500.00



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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 Submission to the LWDA)

EXHIBIT "7"

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

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

On April 17, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Attorneys for Defendant

ABRAMSON LABOR GROUP

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Studio City, CA 91604

Attorneys for Plaintiff

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

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

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

Executed on April 17, 2024, at Woodland Hills, California.


Michelle Tanzer