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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

CLAUDIA MONTAR FLORES, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

DARENSBERRIES, LLC, a California Limited
Liability Company, and DOES 1 through 10,
inclusive,

Defendant.

Case No.: 21CV04814

Assigned to: Hon. James F. Rigali, Dept. 2

Complaint Filed: December 6, 2021

Trial Date: Not set

PAGA REPRESENTATIVE ACTION

**DECLARATION OF ALAN WILCOX IN
SUPPORT OF PLAINTIFF'S MOTION
TO APPROVE THE PAGA
SETTLEMENT AND ENTER
JUDGMENT**

Approval Hearing Date

Date: September 15, 2026

Time: 8:30 a.m.

Dept.: 2

1 I, Alan Wilcox, declare as follows:

2 1. I am admitted and in good standing to practice as an attorney in the State of
3 California. I am an Attorney at Wilshire Law Firm, PLC (“WLF”), counsel of record for plaintiff
4 Claudia Montar Flores (“Plaintiff”). I, along with the above-captioned attorneys at WLF
5 (inclusively “PAGA Counsel”), have reviewed the case files for this matter as routinely kept by
6 WLF in the course of litigation. Based upon the information available to PAGA Counsel through
7 WLF’s record-keeping processes, I am competent to make this declaration (this “Declaration”).
8 This Declaration is submitted concurrently with and in support of Plaintiff’s Motion to Approve
9 the PAGA Settlement (the “Motion”).

10 **Case Background**

11 2. This is a Labor Code Private Attorneys General Act of 2004 (“PAGA”)
12 representative action brought against Defendant Darensberries, LLC (“Defendant,” and together
13 with Plaintiff the “Parties”) by Plaintiff, on behalf of the State of California, the Labor and
14 Workforce Development Agency (“LWDA”), and current and former non-exempt employees of
15 Defendant who were employed in California at any time from October 1, 2020, through February
16 14, 2026 (the “Settlement Period”), including Plaintiff (each an “Aggrieved Employee”).
17 Defendant produces berries.

18 3. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further
19 alleges that Defendant failed to: provide meal periods, authorize and permit rest periods, pay all
20 earned wages twice per month, maintain accurate records of hours worked and meal periods, timely
21 pay final wages, furnish accurate wage statements, and provide sick leave pay.

22 4. On October 1, 2021, Plaintiff provided notice to the LWDA and Defendant of the
23 violations described above, as required by Labor Code section 2699.3(a)(1). Pursuant to Labor
24 Code section 2699.3 (a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant
25 whether it intended to investigate the alleged violations, but the LWDA did not do so during that
26 time period. A true and correct copy of the PAGA Notice and evidence of Plaintiff’s submission
27 of the initial PAGA notice to the LWDA, attached as **Exhibit 1**. On December 6, 2021, Plaintiff
28 filed a representative action for civil penalties under PAGA (the “PAGA Action”).

1 5. Thus, this Motion is to approve the PAGA Settlement Agreement (the
2 “Settlement” or “Settlement Agreement”) entered into between the Parties to resolve the PAGA
3 Action. A true and correct copy of the Settlement Agreement and PAGA Notice Cover Letter (the
4 “Notice”) is attached hereto as **Exhibit 2**.

5 **Discovery and Investigation**

6 6. After Plaintiff filed the PAGA Action, the Parties engaged in extensive
7 discussions and formal and informal discovery. Defendant produced a sample of employee
8 timekeeping and payroll data as well as documents reflecting Defendant’s policies, practices
9 and procedures during the relevant time period. Plaintiff also propounded multiple sets of
10 formal written discovery, and Defendant provided responses to those sets of discovery. The
11 Parties have engaged in sufficient formal and informal discovery and investigation to assess the
12 relative merits of the claims and contentions of the Parties.

13 7. On May 1, 2024, and on December 16, 2025, the Parties and their counsel
14 participated in two private mediations with Scott Radovich, Esq. The settlement negotiations
15 were at arm’s length and, although conducted in a professional manner, were adversarial. The
16 Parties went into both mediations willing to explore the potential for a settlement of the dispute,
17 but each side was also prepared to litigate their or its position through trial and appeal if a
18 settlement had not been reached.

19 8. Ultimately, after both all-day mediations presided over by Scott Radovich, Esq., the
20 Parties agreed to settle the PAGA Action for \$350,000.00 (the “Maximum Settlement Amount”).
21 There are approximately 2,200 aggrieved employees covered by the Settlement. Plaintiff
22 submitted the Settlement to the LWDA pursuant to Labor Code section 2699(1)(2). Attached as
23 **Exhibit 3** is a true and correct copy of Plaintiff’s proof of submission of the Settlement Agreement
24 and Notice to the LWDA.

25 9. Before the Settlement, Plaintiff’s counsel conducted an investigation into the claims
26 alleged by Plaintiff, conducted legal research, and engaged in formal and informal discovery.
27 Based upon the information obtained, Plaintiff’s counsel was able to act intelligently and
28 effectively in negotiating the proposed Settlement.

Assessment of Amount in Controversy and Risks of Continued Litigation

10. Plaintiff and her counsel remain confident of the merits of Plaintiff's claims. With respect to the meal period allegation, Plaintiff alleges that Defendant did not have fully compliant written meal period policies. Although Plaintiff contends that this allegation is meritorious, there is risk with this underlying claim. With respect to the rest period allegation, Plaintiff contends that employees, including herself, were not provided with California-compliant rest periods, as employees were often cut short or otherwise interrupted or that employees would be forced to skip rest breaks due to a heavy workload. Again, despite Plaintiff's contention that this allegation is credible, proving rest period allegations is particularly difficult because rest periods do not have to be recorded and Defendant can argue that the aggrieved employees chose to voluntarily forego their rest periods. Defendant's potential violations were further evidenced by virtually all meal periods being recorded as having purportedly been exactly 30 minutes in length and second meal periods never being recorded for instances when employees worked between 10 and 12 hours. Plaintiff also attested to breaks regularly being interrupted by management and to management preventing employees from leaving the premises during breaks. Plaintiff also asserts that Aggrieved Employees were required to work at outdoor worksites but were not provided with heat recovery periods, but Defendant would have likely argued that such recovery periods were provided and that no records exist which disprove this claim.

11. With regard to Plaintiff's wage statement claim, Plaintiff asserts that hours and pay were not recorded and/or were miscalculated, but Defendant argues that the wage statements issued to employees meet the requirements of Labor Code section 226(a). Defendant also maintains that any alleged wage statement violation could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Labor Code section 226(e) for the imposition of penalties.

12. Plaintiff recognized there is a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. Without this Settlement, the Parties face preparation for trial, as well as extensive formal discovery efforts and depositions. As a result,

1 the Parties would incur considerably more attorneys' fees and costs through trial. The Defendant
2 is no longer in business and has had financial issues, which was the main reason for the lower
3 settlement price. This Settlement avoids those risks and the accompanying expenses.

4 13. The Settlement Agreement provides for 41,000 pay periods during the Settlement
5 Period which presented issues relating to two general categories: (1) unpaid regular, overtime, and
6 sick pay wages and (2) meal, rest, and recovery period violations. Applying the \$100.00 per pay
7 period "initial violation" penalty for each category of violations per pay period, Defendant's
8 maximum potential PAGA exposure is \$8,200,000.00 (41,000 pay periods $\times$ 2 violations per pay
9 period $\times$ \$100.00 per violation). However, given the technical nature of proving each of these
10 violations and the trial court's ability to prevent stacking PAGA penalties, PAGA Counsel reduced
11 its estimate by assuming one violation per pay period, yielding a more realistic maximum recovery
12 amount of \$4,100,000.00. PAGA Counsel, then discounted this amount by 70% due to the highly
13 contested nature of the claims, the fact that multiple claims would have involved the fact-finder
14 assessing disputed stories about contested undocumented allegations, many of the potential
15 witnesses were seasonal workers who would have been hard to locate, multiple claims have no
16 documentary support, the defenses asserted by Defendant, and the likelihood of success at trial,
17 yielding a more realistic maximum recovery of \$1,230,000.00. PAGA Counsel then considered
18 Defendant's financial condition and the likelihood of actually recovering any amounts awarded,
19 including any potential for appeals and the fact that Defendant is defunct and has not been
20 operating its business for several years (Defendant ceased operations in 2021 or 2022 and
21 remaining assets are extremely limited), and further reduced the more realistic maximum recovery
22 by an additional 50%, for a revised estimated more realistic maximum recovery of \$615,000.00.

23 14. The Maximum Settlement Amount therefore represents 57% of Plaintiff's
24 reasonably forecasted total recovery (\$350,000.00 / \$615,000.00 = 57%). In this case, continued
25 litigation would delay payment to the LWDA and the Aggrieved Employees as they await trial
26 and, most likely, appellate proceedings. Furthermore, while Plaintiff is confident in the merits of
27 the case, a legitimate controversy exists as to each of the predicate Labor Code violations. The
28 possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when the

1 risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal
2 of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the
3 Settlement is fair. Further, because of the proposed Settlement, the Aggrieved Employees will
4 receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. Plaintiff also
5 recognizes that proving the amount of wages due to each employee would be an expensive, time-
6 consuming, and uncertain proposition.

7 15. If the Court approves the terms of the Settlement, the net settlement amount will be
8 approximately \$196,522.30 (the "Net Settlement Amount"). The Net Settlement is the Maximum
9 Settlement Amount of \$350,000.00 *minus* the following:

- 10 a. Up to \$10,000.00 enhancement award to Plaintiff (the "Plaintiff's Individual
11 Release Payment");
12 b. \$116,666.67 to PAGA Counsel for their attorneys' fees (the "Attorneys' Fees");
13 c. \$13,821.03 to PAGA Counsel for attorneys' costs (the "Litigation Costs"); and
14 d. \$12,990.00 to the Apex Class Action Administration (the "Settlement
15 Administrator") for their administration costs (the "Settlement Administration
16 Costs"). A true and correct copy of the Administrator's bid is attached hereto as
17 **Exhibit 4.**

18 Further, 75% of the Net Settlement Amount, or approximately \$147,391.72, will go to the
19 LWDA and the remaining 25% of the Net Settlement Amount, or approximately \$49,130.58, will
20 be paid to the Aggrieved Employees. The average individual PAGA payment is estimated to be
21 approximately \$22.33 per Aggrieved Employee ($\$49,130.58 \div 2,200$, assuming roughly equal
22 number of pay periods for each) and approximately \$1.20 per pay period ($\$49,130.58 \div 41,000$).

23 **Plaintiff's Individual Release Payment**

24 16. The requested Plaintiff's Individual Release Payment is intended to recognize: (1)
25 the substantial time and effort that Plaintiff has expended on behalf of the State and Aggrieved
26 Employees; (2) the risks faced by Plaintiff as a result of bringing this Action; (3) the fact that
27 Plaintiff put the interests of the State of California and other aggrieved employees ahead of her
28 own; and (4) the substantial benefit conferred upon the State and the Aggrieved Employees as a

1 result of Plaintiff's actions.

2 17. Plaintiff has spent numerous hours performing tasks for this Action, including, but
3 not limited to, the following: consulting with counsel in-person and over the telephone; searching
4 for and producing relevant documents; reviewing documents produced by Defendant and
5 Settlement documents; keeping informed of the developments in the Action; and participating in
6 decisions concerning the Action, including settlement. As a result of her efforts, the LWDA and
7 about 2,200 Aggrieved Employees will receive compensation for civil penalties for underpaid
8 wages and other wage and hour violations.

9 18. Plaintiff put herself at significant risk in pursuing this Action on behalf of the State,
10 as serving as a Plaintiff in a representative action could affect her prospects for future employment.
11 Plaintiff also placed herself at substantial risk because, if Defendant was to prevail in this action,
12 Plaintiff could be liable for Defendant's costs and attorneys' fees.

13 19. In short, this Action would not have been possible without the aid of Plaintiff, who
14 put her own time and effort into this Action, sacrificed the value of her individual claims by
15 entering into a general release of all known and unknown claims, and placed herself at risk for the
16 sake of the State and the Aggrieved Employees, and Defendant will not oppose Plaintiff's request
17 for the full Plaintiff's Individual Release Payment.

18 **Attorneys' Fees and Litigation Costs**

19 20. The Settlement provides for payment of Attorneys' Fees in the amount of
20 \$116,666.67 and \$13,821.03 in Litigation Costs to Plaintiff's counsel.

21 21. The total current lodestar for WLF is not less than the following:

Attorney	Role	Hours	Rate	Lodestar
Benjamin H. Haber	Senior Partner	71.4	\$925	\$66,045.00
Daniel J. Kramer	Senior Attorney	86.7	\$825	\$71,527.50
Alan Wilcox	Senior Attorney	16.6	\$950	\$15,770.00
Justin F. Marquez ¹	Senior Partner	15	\$1,000	\$22,500.00

27
28 ¹ Former WLF Senior Partner Justin F. Marquez devoted a great deal of time to this matter: assisting with the

	Total:	189.7	\$175,842.50
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22. WLF has spent approximately 189.7 hours, for a lodestar of \$175,842.50 litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the Settlement and distribution of funds to the Class Members. Efforts expended by Class Counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the matter, including meeting with Plaintiff, reviewing Defendant's policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendant;
- b. filing the Action;
- c. opposing Defendant's motion to compel arbitration for Plaintiff's individual and class claims;
- d. attending hearings and meeting and conferring with Defendant regarding the Action;
- e. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- f. selecting a mediator and both mediation dates;
- g. working with opposing counsel and an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this Action;
- h. reviewing policy documents from Defendant and researching applicable defenses;
- i. preparation of a mediation brief and damages model for use at mediation;
- j. attendance at both mediations by all Parties and counsel;
- k. communicating with Plaintiff who requested updates or other information regarding

complaint, participating in several meetings regarding the case and case strategy, assisting with the mediation materials and brief, and attending the mediation. WLF does not have itemized billing records for Mr. Marquez as he departed from WLF in December 2024. Partner Benjamin Haber conservatively estimated Mr. Marquez's hours at 10 for the lodestar included in this Motion based on the information available to Mr. Haber.

1 this matter;

2 l. engaging in settlement negotiations, followed by finalizing and fully executing the
3 Settlement Agreement;

4 m. communicating with multiple settlement administration companies to select an
5 appropriate administrator for this settlement; and

6 n. preparing the instant Motion and supporting documents.

7 23. There are additional hours devoted by PAGA Counsel to this Action that are not
8 reflected in the PAGA Counsel Attorneys' Fees payment.

9 24. We can provide additional billing records in the event the Court requests them but
10 would request the opportunity to redact attorney-client privileged information and any other
11 privileged information.

12 25. I believe that the Attorney Fees payment and Litigation Costs payment provisions
13 are reasonable. The fee percentage requested is less than that charged by WLF for most
14 employment cases. WLF invested significant time and resources into the Action, with payment
15 deferred to the end of the Action, and then, of course, contingent on the outcome.

16 26. It is further estimated that my office will need to expend at least another 10 to 15
17 hours to monitor the process leading up to payments made to the Aggrieved Employees. WLF also
18 bears the risk of taking whatever actions are necessary if Defendant fails to pay.

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

27 28. In the high-risk, high-cost practice of class action and PAGA litigation, WLF has
28 endured financial losses in several of its cases. I believe that the particular risk of taking on this

1 high-cost, high-risk case supports an upward adjustment of the lodestar calculation.

2 29. Because most individuals cannot afford to pay for representation in litigation on an
3 hourly basis, WLF represents all of its employment law clients on a contingency fee basis.
4 Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or
5 successfully settle our clients' cases. Because WLF is taking the risk that we will not be
6 reimbursed for our time unless our client settles or wins his or her case, we cannot afford to take
7 cases on a contingency basis if, at the end of our representation, we receive less than the amount
8 of attorneys' fees negotiated with defendant. It is therefore essential that we recover our requested
9 fees when we settle cases if we are to remain in practice so as to be able to continue take on class
10 and representative action cases.

11 30. I believe that the efforts of PAGA Counsel have resulted in substantial benefits to
12 the Aggrieved Employees and the State of California. Through the efforts of PAGA Counsel and
13 Plaintiff in this Action, a fair and reasonable resolution has been reached. I believe that, without
14 the efforts of PAGA Counsel, the Labor Code and Wage Order violations alleged in the Action
15 would have gone completely unremedied. The Attorneys' Fees payment and Litigation Costs
16 payment provided for in the Settlement are reasonable given the result achieved.

17 31. As of the drafting of this Motion, my office has incurred \$13,821.03 in expenses
18 litigating this Action. These expenses were reasonably necessary in litigating and settling the
19 Action and were actually incurred by WLF. They should be reimbursed in full, up to the maximum
20 amount allowed in the Settlement Agreement. Attached as **Exhibit 5** to this Declaration is a true
21 and correct copy of WLF's costs breakdown.

22 **The Settlement Administration Costs Payment is Reasonable**

23 32. The Settlement Administration Costs in the amount of \$12,990.00 to the Settlement
24 Administrator reasonable, given the tasks to be performed by the Settlement Administrator,
25 including, but not limited to, the following duties: mailing and re-mailing (if necessary) checks to
26 approximately 2,200 Aggrieved Employees and the LWDA; establishing a qualified settlement
27 fund; preparing and submitting to Aggrieved Employees and government entities all appropriate
28 tax filings and forms; distributing the Plaintiff's Individual Release Payment and Attorneys' Fees

1 payment and Litigation Costs payment; keeping the Parties timely apprised of the performance of
2 all obligations under the Agreement; and voiding uncashed or undeliverable checks to issue those
3 funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
4 Employee. Plaintiff respectfully requests that the Court approve the Administration Expenses
5 Payment.

6 **Plaintiff's Counsels' Experience and Qualifications**

7 33. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
8 and expended litigation costs in prosecuting this matter with no guarantee of payment.

9 34. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
10 nation's Best Law Firms for every year since 2020 and is comprised of more than 100 attorneys
11 and over 600 employees. WLF is actively and continuously practicing in employment litigation,
12 representing employees in both individual and class actions in both state and federal courts
13 throughout California.

14 **Benjamin H. Haber's Qualifications**

15 35. Benjamin H. Haber is a Partner at WLF. He graduated from the University of
16 California, Los Angeles, in 2012 and received his Juris Doctor from the University of California,
17 Hastings College of the Law (now the University of California College of Law, San Francisco) in
18 2016. During law school, he was a member of the executive board for the *Hastings Law Journal*;
19 a student mediator at the San Francisco Superior Court, Small Claims Division; and a managing
20 editor for *SCOCAblog*, which continues to be a leading online publication for analysis regarding
21 trends and cases before the California Supreme Court. Since graduating from law school, he has
22 focused his legal work primarily on wage-and-hour litigation and has helped obtain more than one
23 hundred class settlements on behalf of tens of thousands of workers in California. He was also
24 selected as a "Southern California Rising Star" in 2024, 2025, and 2026.

25 36. He has been appointed as class counsel in numerous wage-and-hour cases
26 throughout California. Below is a non-exhaustive list of cases where he was appointed as class
27 counsel or he and other members of WLF were appointed as class counsel:

28 a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-2020-

- 00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.
- c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-

- 1 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 2 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County,
- 3 Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- 4 q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520;
- 5 Motion for Final Approval granted on February 22, 2024.
- 6 r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-
- 7 01145; Motion for Final Approval granted on March 15, 2024.
- 8 s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No.
- 9 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 10 t. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640;
- 11 Motion for Final Approval granted on April 24, 2024.
- 12 u. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No.
- 13 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 14 v. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951;
- 15 Motion for Final Approval granted on July 11, 2024.
- 16 w. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No.
- 17 S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- 18 x. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case
- 19 No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on
- 20 September 3, 2024.
- 21 y. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456;
- 22 Motion for Final Approval granted on May 1, 2024.
- 23 z. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346;
- 24 Motion for Final Approval Granted on December 4, 2024.
- 25 aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case
- 26 No.22STCV37390; Motion for Final Approval granted on December 3, 2024.
- 27 bb. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No.
- 28 22CV397353; Motion for Final Approval granted on November 22, 2024.

a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was \$1,045 per hour for partners and \$855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with “21 or more years of experience” and “Fewer than 21 years.” For those categories, the third quartile Los Angeles partner rate in 2022 were \$1,133 per hour for 21 or more years and \$1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 6.**

b. In an article entitled “Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder,’” written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 7**.

Daniel J. Kramer's Qualifications

38. Daniel J. Kramer is a ninth-year Senior Attorney at WLF. He is admitted to practice law in the State of California in 2017 and as also admitted to the Central, Eastern, Southern, and Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts in History and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016. During law school, he was a research editor for the Loyola of Los Angeles International and Comparative Law Review. Before joining WLF, he practiced briefly at a firm that focused on municipal law and code enforcement and then moved to a respected plaintiff-side firm to practice wage and hour class action litigation. He has several years of work experience litigating wage and hour class actions.

Alan Wilcox's Qualifications

39. Alan A. Wilcox obtained his Bachelor's degree from the University of California,

1 Berkeley in 2007. He graduated from Pepperdine University's School of Law and became a
2 member of the California State Bar in 2012.

3 40. Throughout his career up until his employment at WLF, he was essentially
4 continuously employed as a civil litigation attorney at multiple law firms. He has represented
5 clients in both state and federal Courts in a wide variety of matters, including contract disputes,
6 wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment.

7 41. From 2014 to the present, Mr. Wilcox has been exclusively practicing complex civil
8 litigation representing plaintiff employees in employment matters. In that time, he believes he has
9 become an expert in the field. He has handled both individual wrongful discharge and collective
10 wage and hour actions, with the class action and PAGA matters including *Flores v. Aqua Terra*
11 *Culinary, Inc.*, Monterey Superior Court Case No. 17CV002672, *Garcia v. Construction*
12 *Innovations Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285239, *Kim v.*
13 *Sheraton Operating Corp.*, Central District of California Case No. 2:17-cv-09247-FMO-E, *Pease*
14 *v. Wattrans, Inc.*, San Bernardino Superior Court Case No. CIVDS1919832, and *Lachman v.*
15 *Berlitz Languages, Inc.*, Los Angeles Superior Court Case No. 19STCV01533, among many
16 others.

17 42. Mr. Wilcox has used his programming skills to create complex systems for
18 automatically performing in-depth analyses of employment records to identify wage and hour
19 violations in both individual and collective action settings. He has tried several matters, including
20 multiple employment cases and multiple non-employment cases. His expertise has resulted in
21 obtaining multiple millions of dollars for his clients. He strives to represent individual struggling
22 to enforce their rights and recover what is owed to them from employers who violate California
23 law. At WLF, he is a Senior Attorney charged with taking resolved class action and PAGA matters
24 and ensuring that they are carried through the approval and distribution process in an efficient
25 manner and in compliance with Court orders.

26 43. His current hourly billing rate is \$950.00 per hour. He believes that this hourly rate
27 is reasonable and appropriate, given his background and experience. He is generally familiar with
28 hourly rates charged by attorneys in both Southern and Northern California whose training and

1 experience are like his, and believes his rate is competitive in both markets for attorneys such as
2 himself. Indeed, a commonly used metric for determining reasonable attorney fee rates based upon
3 years of experience, the Laffey Matrix (<http://www.laffeymatrix.com/see.html>), indicates that it
4 would be reasonable for him to charge approximately \$1,019.00 per hour. While working for WLF,
5 he has repeatedly been approved as class counsel and his hourly billing rate has been approved for
6 many class and PAGA action settlements.

7 Justin F. Marquez's Qualifications

8 44. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in
9 the litigation and resolution of this Action from its inception through December 2024. He
10 graduated from University of California, Los Angeles's College Honors Program in 2004 with
11 Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. He
12 graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar
13 of California in February 2019. His practice focused primarily on advocating for the rights of
14 consumers and employees in class action litigation and appellate litigation. He received numerous
15 awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a "Southern
16 California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super
17 Lawyer"; he was selected as one of the "Best Lawyers in America" from 2023 to 2025; and in
18 2024, he, along with his colleagues at WLF, received a CLAY (California Lawyer Attorneys of
19 the Year) award for their work on a false advertising case against Apple which ultimately led to a
20 \$25 million settlement. He also was selected to speak at multiple CELA conferences throughout
21 his career – in 2019, he spoke on the topic of manageability of class actions at CELA's 2019
22 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple
23 cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. He served
24 as lead or co-lead in negotiating class action settlements worth over \$10 million in gross recovery
25 to class members for each year since 2020, including over \$37.5 million in 2022 and over \$75
26 million in 2023.

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

Executed on June 16, 2026, at Santa Rosa, California.



Alan Wilcox

Exhibit 1

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
A. Ilyas Akbari, Esq.
Brad Stuckey, Esq.
Gail Richardson, Esq.
Justin F. Marquez, Esq.
Robert Dart, Esq.
Jon Teller, Esq.
Sutton A. Shapiro, Esq.
Daniel B. Miller, Esq.

Tae Kim, Esq.
Hazel Chang, Esq.
Daniel DeSantis, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Erik Harper, Esq.
Johnny Ogata, Esq.
Jennifer Reiz, Esq.

October 1, 2021

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Darensberries, LLC.
2515 Professional Parkway
Santa Maria, CA 93455
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2129 93

Effie F. Anastassiou
Agent for Service of Process for:
Darensberries, LLC
242 Capitol Street
Salinas, CA 93908
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2130 06

Re: ***Claudia Montar Flores v. Darensberries, LLC***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Claudia Monta Flores ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Darensberries, LLC. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Santa Barbara County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Claudia Monta Flores is a resident of Santa Barbara County, California who worked for Defendant in Santa Barbara County, California as a non-exempt employee from approximately April 2008 to approximately July 2020.¹ During Plaintiff's employment for Defendant, Defendant paid Plaintiff using both an hourly and piece-rate system. Defendant typically scheduled Plaintiff to work 8 hours per workday and 40 hours per workweek, but Plaintiff typically worked more than 8 hours per workday and more than 40 hours per workweek. Plaintiff sometimes worked more than 12 hours per workday. Throughout Plaintiff's employment, Defendant failed to accurately record Plaintiff's time worked, failed to record or pay for all hours worked (including minimum and overtime wages), failed to record piecework units earned by Plaintiff individually in any workweek, failed to pay for all rest and recovery periods and other nonproductive time separate from any piece-rate compensation, failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed provide paid sick leave to Plaintiff. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not accurately recording the time Plaintiff and the Aggrieved Employees actually worked and not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, overtime, rest and recovery periods, and other nonproductive time wages. Defendant required Plaintiff and the Aggrieved Employees to work “off-the-clock,” uncompensated. Some of this unpaid work should have been paid at the overtime rate.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees all overtime wages earned when they worked more than 8 hours in a workday or more than 40 hours in a workweek. Defendant also maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees all overtime wages earned in 2020 when they worked more than 9 hours in a workday or more than 50 hours in a workweek. Some of that time should have been paid at overtime rates.

Throughout the statutory period, Defendant maintained a policy and practice of not providing all reporting time pay for shifts where Plaintiff and the Aggrieved Employees reported to work, but were not furnished wages for at least half of their scheduled day’s work, of no less than two hours and no more than four hours. Plaintiff and the Aggrieved Employees occasionally were required to report to work but were sent home and not paid for any work during those scheduled shifts.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work without providing a 30-minute, uninterrupted, and duty-free meal period for every five

hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in

seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be

aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

California Labor Code § 226.2 provides that, when providing payment to a piece-rate employee, an employer must also furnish an accompanying accurate statement with the following information: (A) the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period and (B) the total hours of other nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay period.

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, the correct address of the employer entity, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Provide Sick Leave Pay

Labor Code § 246 provides that employers shall provide employees with paid sick leave of at least 24 hours per calendar year or 12-month period. Plaintiff and the Aggrieved Employees occasionally were required to miss work due to illness, but were not provided sick leave of up to

24 hours per 12-month period. Throughout the statutory period, Defendant failed to provide Plaintiff and the Aggrieved Employees with sick leave pay in compliance Labor Code § 246.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 248.5 and 2699(f) for failing to provide paid sick leave to Plaintiff and the Aggrieved Employees.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

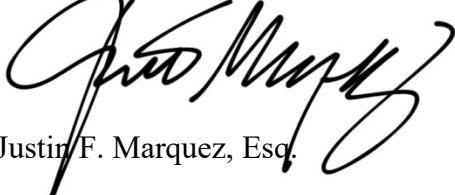
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 248.5 by failing to provide paid sick leave.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

Exhibit 2

[Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check in connection with a claim brought by a former employee Claudia Montar Flores ("Plaintiff") of Darensberries, LLC ("Darensberries") ("Defendant"). The claim was filed in Santa Barbara Superior Court under Case No. 21CV04814 (the "Action").

Plaintiff's claim against Defendant is for civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendant's alleged unlawful conduct. Specifically, Plaintiff alleges that Defendant failed to comply with wage-and-hour laws as to non-exempt employees who worked for Darensberries.

Defendant denies these claims and maintain that they fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, Defendant agreed to settle the matter. The settlement covers Defendant and its parent companies, subsidiaries, divisions, partnerships, or affiliates, and each of their respective present and former employees, officers, directors, partners, members, agents, attorneys, insurers, administrators, representatives, shareholders, predecessors, successors, and assigns (all of whom are referred to here as the "Released Parties"). The Court has approved the settlement and release of claims described below. By settling this claim, Defendant and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [DATE], the settlement was approved by the Court. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee who worked for Darensberries in California from October 1, 2020, to the date the Court enters an order granting approval (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendant's records indicate that you worked for Defendant from October 1, 2020 to the date the Court enters an order granting approval [DATE] (the "Release Period") in one of those roles.

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California State Controller's Office. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims described below.

One hundred percent (100%) of your payment under this settlement will be considered penalties and will be reported to the IRS and state tax authorities.

This settlement forever bars you and other Aggrieved Employees, for the period spanning July 21, 2022 to December 12, 2024 from pursuing any legal claims and factual or legal theories/allegations that were pursued in the operative complaint in the Action, including but not limited to all of the following claims for civil penalties under PAGA for: (a) failure to pay all wages owed; (b) failure to authorize and permit meal periods; (c) failure to authorize and permit rest periods; (d) failure to pay wages timely during employment; (e) failure to maintain accurate, itemized payroll records; (f) failure to pay all wages earned and unpaid at separation; (g) failure to furnish accurate itemized wage statements; and (h) any other claims or penalties under the wage and hour laws pleaded in the Action or primary rights pursued in the Action.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have any questions, you may call or write [insert], at the following phone number or address: [insert address and telephone number for Administrator's contact person]

Exhibit 3

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Santa Barbara County Superior Court ▼

Court Case Number *

21CV04814

Hearing Date *

09/15/2026

Hearing Time *

08:30

HH:MM

Hearing Location *

118 E. Figueroa Street San

Number of aggrieved employees *

2200

Net Amount to Aggrieved Employees *

49130.58

Gross settlement amount *

350000.00

Gross penalty *

196522.30

Penalties to LWDA *

147391.72

Date of proposed settlement *

09/15/2026

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

 2026 05-05 P...Executed).pdf

Other Attachment (if any, must be .pdf or .xlsx)

 No file chosen[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Tue 6/16/2026 12:36 PM

To Pablo Villalobos <pablo.villalobos@wilshirelawfirm.com>

06/16/2026 12:36:29 PM

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

Item submitted: Proposed Settlement

On 06/16/2026 12:36:29 PM your Proposed Settlement was successfully processed for case number LWDA-CM-847054-21

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7C7e868550956145e464ad08decdbde9948%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639172354075305561%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiJlZjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOljoitWFBpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=cQjUhedEQxWR8DQwF%2F%2Bc8RSUcKPN8%2FNwll7FFFhOo7s%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7C7e868550956145e464ad08decdbde9948%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639172354075305561%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiJlZjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOljoitWFBpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=cQjUhedEQxWR8DQwF%2F%2Bc8RSUcKPN8%2FNwll7FFFhOo7s%3D&reserved=0)

Exhibit 4



Quotation Request:

Daniel Kramer
 Wilshire Law Firm
 daniel.kramer@wilshirelawfirm.com

Case Name:

Flores v. Darensberries, LLC

Date:

Wednesday, March 18, 2026

RFP Number:

205630017

Prepared By:

Michael Sutherland
 Apex Class Action LLC
 mike@apexclassaction.com
 321.223.5067

Settlement Specifications	
Number of Aggrieved Employees	2,800
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	15%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$760.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Bilingual Toll-Free Contact Center	Static Rate	\$281.00	1	\$281.00
NCOA Address Update (USPS)	Static Rate	\$400.00	1	\$400.00
Certified Language Translation: Spanish	Static Rate	\$750.00	1	\$750.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$1,931.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	2,800	\$3,500.00
USPS First Class Postage	Per Piece	\$0.73	2,800	\$2,044.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	280	\$560.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$9,434.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	1	\$120.00
Sub Total:				\$590.00

WILL NOT EXCEED: \$12,990.00				
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit 5

Wilshire Law Firm, PLC						
Transaction Detail by Account						
All Transactions						
5/19/2026						
Accrual Basis						
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
COS						
Mediation Fees						
	5/2/2024	013242833-1	Mediation Fee - Radovich Mediation Group, LLC	50% Mediation Fee	\$3,000.00	\$3,000.00
	12/16/2025	013242833-3	Mediation Fee - Radovich Mediation Group, LLC	50% Mediation Fees 12/16/25	<u>\$1,750.00</u>	<u>\$4,750.00</u>
Total MEDIATION FEES					\$4,750.00	\$4,750.00
Consultant Fees						
	04/01/2024	INV105651-01-01	Consultant Fee - USA Express Legal & Invest.	Asset Stage 1 & 2	\$1,700.00	<u>\$1,700.00</u>
	5/8/2024	11631	Consultant Fee - Berger Consulting Group, LLC	11.90 hours of work	<u>\$5,950.00</u>	<u>\$5,950.00</u>
Total CONSULTANT FEES					\$7,650.00	\$7,650.00
Filing Fees						
	10/02/2021		Filing Fee - Department of Industrial Relations	PAGA Notice	\$75.00	\$75.00
	12/08/2021	17332056	Filing Fee - One Legal LLC	COM & SUM	\$478.92	\$553.92
	12/22/2021	43197	Service Fee - Valpro Attorney Services, LLC	Summons & Complaint	\$133.00	\$686.92
	12/28/2021	43274	Filing Fee - Valpro Attorney Services, LLC	File POS	\$45.00	\$731.92
	08/01/2022	18644047	Filing Fee - One Legal LLC	CMS	\$19.20	\$751.12
	11/17/2022	19313758	Filing Fee - One Legal LLC	CMS	\$19.20	\$770.32
	12/23/2022		Document Purchase - Los Angeles Superior Court	Document Purchase	\$10.20	\$780.52
	12/28/2022	19536107	Filing Fee - One Legal LLC	Opp	\$19.20	\$799.72
	12/28/2022	53825	Filing Fee - Valpro Attorney Services, LLC	CMS	\$85.00	\$884.72
	04/14/2023	20218482	Filing Fee - One Legal LLC	CMS	\$19.66	\$904.38
	07/14/2023	20798610	Filing Fee - One Legal LLC	CMS	\$19.66	\$924.04
	10/16/2023	21421650	Filing Fee - One Legal LLC	CMS	\$19.66	\$943.70
	01/22/2024	22051006	Filing Fee - One Legal LLC	CMS	\$20.69	\$964.39
	05/24/2024	22985006	Filing Fee - One Legal LLC	CMS	\$21.72	\$986.11
	06/06/2024	22051006(2)	Filing Fee - One Legal LLC		\$1.00	\$987.11
	09/20/2024	23778092	Filing Fee - One Legal LLC	CMS	\$21.89	\$1,009.00
	02/11/2025	24691777	Filing Fee - One Legal LLC	CMS	\$22.92	\$1,031.92
	06/13/2025	25606862	Filing Fee - One Legal LLC	CMS	\$25.18	\$1,057.10
	8/12/2025	26039608	Filing Fee - One Legal LLC	Change of Address	\$25.18	\$1,082.28
	10/13/2025	26506808	Filing Fee - One Legal LLC	CMS	\$28.85	\$1,111.13
	12/23/2025	27070102	Filing Fee - One Legal LLC	CMS	\$29.95	\$1,141.08
	4/20/2026	28007092	Filing Fee - One Legal LLC	CMS	\$29.95	\$1,171.03
	FUTURE		Filing Fee - One Legal LLC		<u>\$250.00</u>	<u>\$1,421.03</u>
Total FILING FEES					\$1,421.03	\$1,421.03
TOTAL					\$13,821.03	\$13,821.03

Exhibit 6



ELM Solutions

2022 Real Rate Report[®]

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

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Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

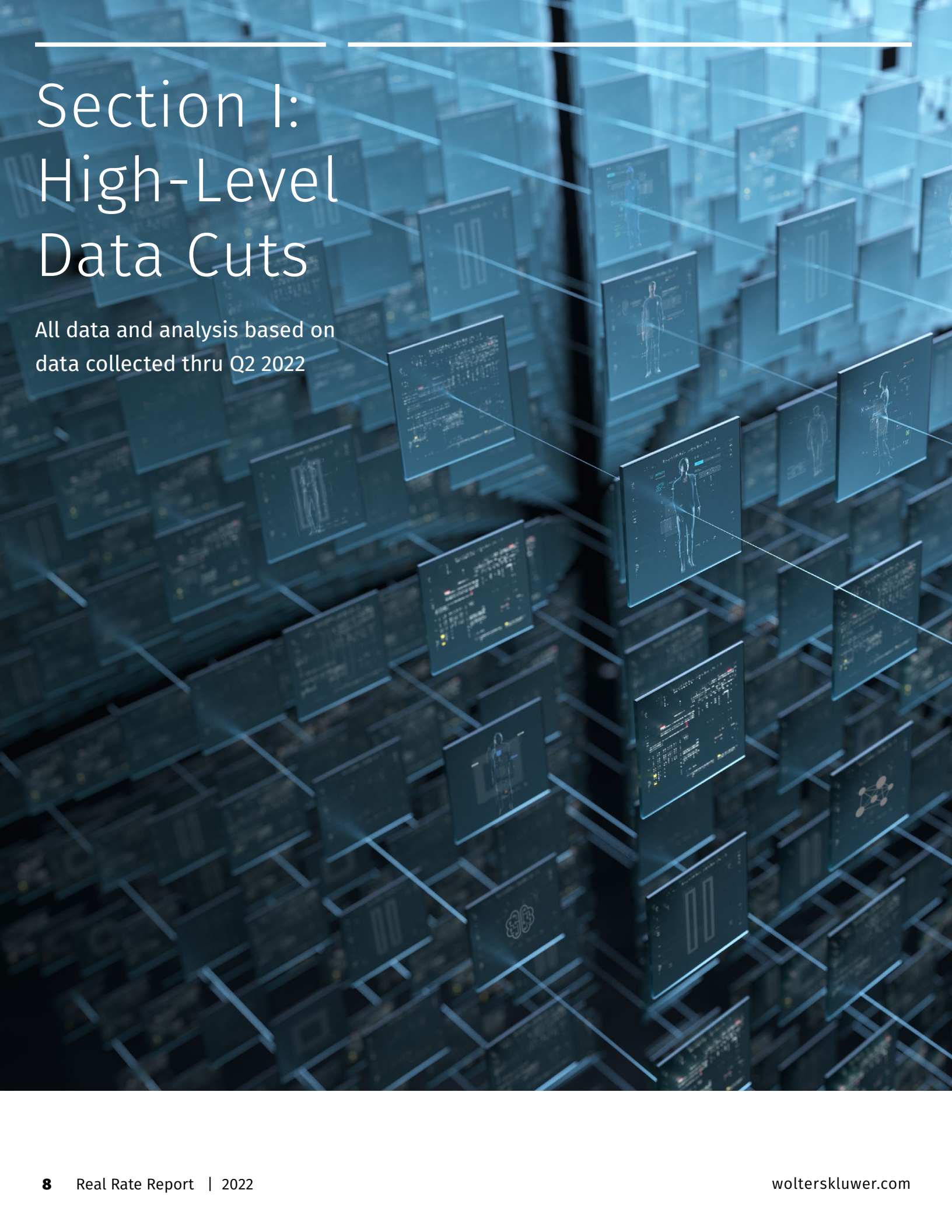
Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural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

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

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

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

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



Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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

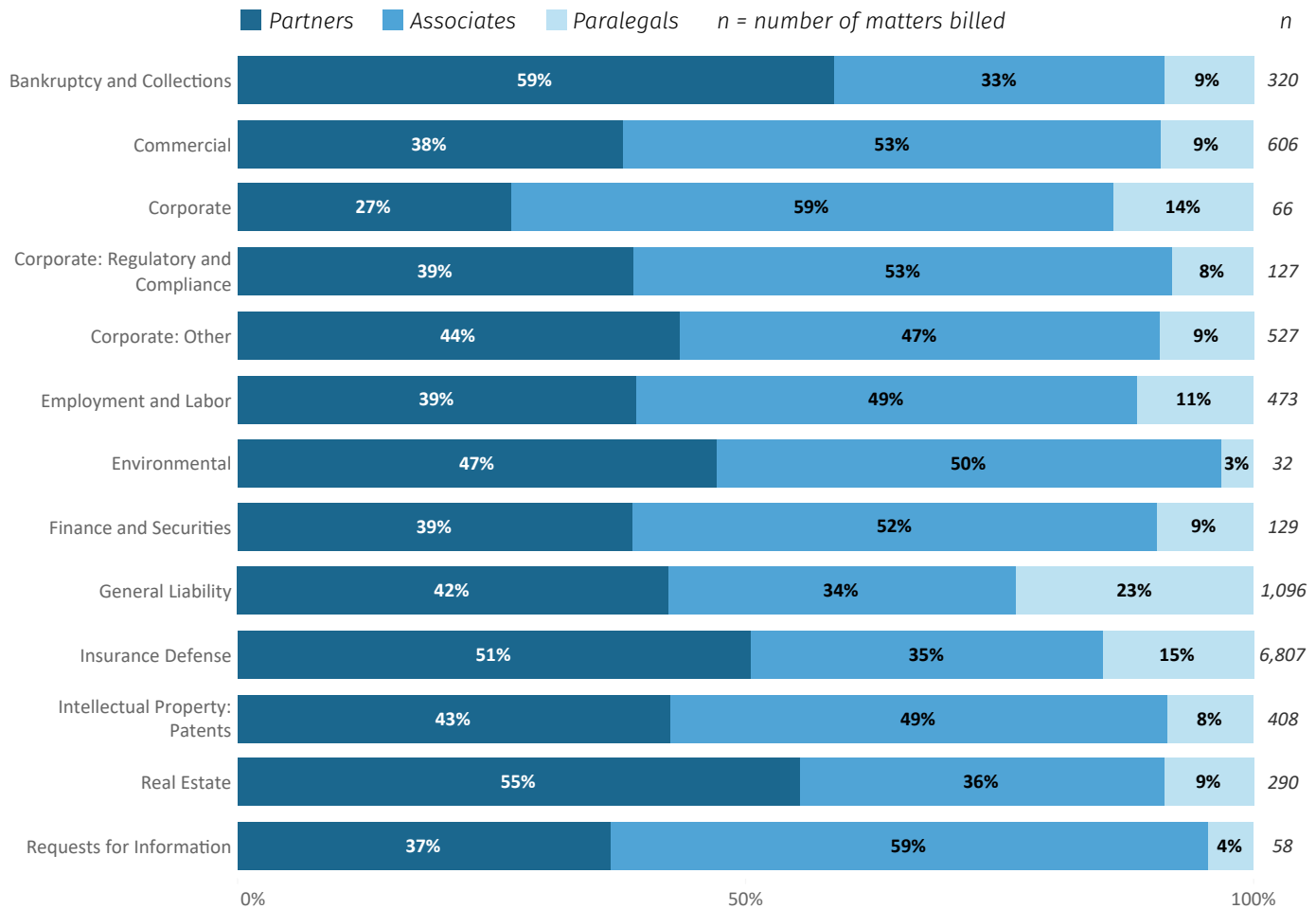
Section VI: Matter Staffing Analysis

All data and analysis based on
data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

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

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

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

Non-Invoice Information

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

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

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

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

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

Appendix: Data Methodology

A Note on US Cities

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

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections

General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

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

Corporate¹

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures

Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA

General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety

Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other

Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

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

Exhibit 7

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Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



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

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Documents

[Trustee's Objection](#)

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