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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

BEAU LANINOVICH, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

BEAR VALLEY SPRINGS
ASSOCIATION; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

Case No. BCV-21-102750-BCB

[Case Assigned for All Purposes to Hon.
Bernard C. Barmann, Jr. in Dept. H]

**DECLARATION OF KELSEY M.
SZAMET IN SUPPORT OF MOTION FOR
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT**

Date: January 10, 2024

Time: 8:30 a.m.

Div.: H

Complaint Filed: January 20, 2022

Trial Date: None Set

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I, Kelsey M. Szamet, declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following am an attorney licensed to practice before all of the courts of the State of California.

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

3. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

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

9

5. On November 19, 2021, and in compliance with Labor Code § 2699.3(a)(1), written notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) was provided seeking civil penalties under PAGA for violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802.

6. On November 19, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of: (1) failure to pay wages and/or overtime; (2) failure to provide meal breaks; (3) failure to reimburse expenses; (4) violation of Labor Code section 226(a); (5) penalties pursuant to Labor Code section 203; and, (6) violations of Business & Professions Code section 17200 et seq. (Hereafter the “Action.”)

1 7. Plaintiff did not receive any response from the LWDA to his formal written notice
2 and waited more than sixty-five (65) days from the November 19, 2021 postmark date of his written
3 notice before filing his action, Plaintiff has complied with all of the requirements set forth in Labor
4 Code § 2699.3 to commence a representative action under PAGA.

5 8. On January 24, 2022, Plaintiff filed a First Amended Class and Representative
6 Action Complaint (“FAC”), adding an additional claim for penalties under PAGA.

7 9. On December 20, 2022, the Plaintiff filed a Request for dismissal of the class claims
8 due to a signed arbitration agreement with class action waivers agreed by Plaintiff and entered
9 between Plaintiff and Defendant. The Court entered an order for the dismissal of the class claims on
10 April 4, 2023. The First Amended Complaint, without the class claims, is the operative complaint in
11 the Action (the “Operative Complaint”).

12 **THE DISCOVERY PROCESS AND MEDIATION**

13 10. The Parties engaged in informal pre-mediation discovery. Prior to mediation,
14 Defendant produced sample time and pay data, including information regarding the number of
15 Aggrieved Employees.

16 11. Based on Defendant’s records, the data reveals that the number of Aggrieved
17 Employees is no more than 343 (including Plaintiff) and there is a total of 7,774 PAGA Pay Periods
18 at issue.

19 12. On June 28, 2023, the Parties participated in an all-day mediation presided over by
20 mediator Russ J. Wunderli, which led to this formal PAGA Settlement Agreement that is subject to
21 approval of the Court.

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

24 **THE SETTLEMENT**

25 14. Defendant will pay the total sum of \$75,000.00 in full and final settlement of the
26 PAGA claims.

27 15. Per the Agreement, the amount is allocated as follows:

28 Gross Settlement Amount: \$75,000.00

1	PAGA Counsel Fees Payment	\$25,000.00
2	(1/3):	
3	PAGA Counsel Litigation Expenses Payment:	\$9,015.17 ¹
4	Administrator Expenses Payment:	\$5,000.00
5	Litigation Enhancements to Plaintiffs:	\$5,000.00

6

7 **PAGA Penalties: \$30,984.83**

8 ***(\$23,238.62 to the LWDA; \$7,746.21 to Aggrieved Employees)***

9

10 16. Each Aggrieved Employee shall receive a pro-rata portion of employees’ share of

11 PAGA penalties based on the number of PAGA Pay Periods worked by all Aggrieved Employees

12 for Defendant during the PAGA Period.

13 17. The PAGA Period or Covered Period means the period from November 19, 2020 to

14 July 19, 2023.

15 18. For settlement purposes, the Aggrieved Employees are defined as “all non-exempt

16 employees employed by BVSA in California at any time between November 19, 2020 and July 19,

17 2023.”

18 **RISKS AND EVALUATION OF THE SETTLEMENT**

19 19. To help the Court evaluate the fairness of the Settlement, a discussion of the risk

20 evaluation and discount taken follows.

21 20. Plaintiff believed that Defendant may persuasively argue that the Court should

22 exercise its discretion under PAGA to significantly reduce any penalties.

23 21. Here, Plaintiff alleges that: (1) he and the aggrieved employees were forced to work

24 on a regular consistent basis without receiving compensation for all hours worked at the proper

25

26 ¹ The Agreement provides for counsel to receive cost reimbursement of up to \$20,000.00. However,

27 counsel’s costs to date are \$8,415.17, and Plaintiff anticipates incurring an additional \$600 in future

28 costs associated with filing this motion, appearing at the hearing, etc. (See Exhibit 5 attached hereto [Cost Report].) Thus, Plaintiff requests reimbursement of costs in the amount of \$9,015.17. Because the original cost estimate was higher, the delta will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than the \$7,500 contemplated in the settlement agreement.

1 overtime rate because Defendant failed to include bonus and premium pay when calculating the
2 regular rate; (2) Defendant failed to maintain a lawful meal period policy and inform Plaintiff and
3 the aggrieved employees of their rights; (3) Defendant also failed to pay meal premiums at the proper
4 rate and instead paid premiums at an employee's base rate; (4) Defendant failed to reimburse for
5 necessary business expenses, specifically for personal cell phone use; (5) Defendant failed to issue
6 accurate and itemized wage statements; and (6) Defendant owes waiting time penalties for failing to
7 pay all wages due at termination/resignation.

8 22. PAGA Counsel anticipated that, at trial, Defendant would argue: (1) all aggrieved
9 employees were properly paid and/or reimbursed in accordance with Defendant's lawful policies
10 and practices, and that any alleged failure to compensate aggrieved employees was the result of
11 inadvertence and clerical error; (2) all aggrieved employees were provided with the opportunity to
12 take meal breaks in compliance with California law; (3) until this Action was filed, no employees
13 had complained about any alleged failure to pay wages, reimburse expenses, provide meal breaks,
14 and/or issue accurate itemized wage statements; (4) none of Defendant's employees suffered any
15 harm from or actual damage as a result of the conduct that forms the basis for Plaintiff's allegations.
16 All of which, Defendant would argue, should mitigate in favor of significantly reducing any PAGA
17 penalties.

18 23. While Plaintiff disagrees that Defendants' analyses are legally correct or persuasive,
19 PAGA Counsel had to consider the foregoing facts and arguments and how they might impact any
20 judgment ultimately awarded to aggrieved employees if the Court were persuaded by them.

21 24. In addition to the fact that liability was vigorously disputed by Defendant, and as
22 discussed in further detail below, the main issue driving resolution here was Defendant's ability to
23 pay any meaningful settlement or judgment against it.

24 25. In light of all these significant risks and the fact that PAGA gives the Court broad
25 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
26 Settlement Amount of \$75,000.00 was fair and reasonable.

27 ///

28 ///

ATTORNEY COMPETENCE

26. Kingsley & Kingsley is extremely experienced in prosecuting employment litigation, and since 2000 we have focused our practice on complex wage, hour, and working condition violations. My firm is very well versed in class action litigation and has diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as PAGA Counsel for several dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a small, but representative sampling of wage and hour cases handled by my firm:

- a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.
- e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.
- f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request

1 of 33.3%.

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

6 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
7 2014, the Honorable William F. Highberger granted final approval of Settlement in
8 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
9 33.33%.

10 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
11 00705 AWIJLT). This certified class action was approved for final settlement by
12 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
13 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

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

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

22 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
23 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
24 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
25 33.33%.

26 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was
27 proposed for final settlement by the Honorable Richard L. Fruin on February 19,
28 2016, in the gross amount of \$5,250,000.

1 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).

2 The matter was approved for final settlement by the Honorable Lee Smally Edmund
3 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
4 38%.

5 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
6 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
7 matter was approved for final settlement by the Honorable Anthony W. Ishii in
8 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
9 attorney's fees benchmark award of \$1,525,000.

10 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
11 15-101333). The matter was approved for final settlement before the Hon. Stephen
12 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
13 attorneys' fees request of 33.33%.

14 27. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000
15 and since that time has been appointed PAGA Counsel on dozens of wage and hour class actions
16 that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved
17 for class certification in 17 matters and has successfully obtained class certification in 15 of those
18 cases. A brief sampling of which includes:

- 19 a. *Lewis v. Collabrus, Inc.*, Santa Clara County Superior Court (109CV-142927),
20 approved for Class Certification in 2011.
- 21 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
22 December 19, 2012) (court granted contested class certification and appointed
23 Kingsley & Kingsley as PAGA Counsel).
- 24 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
25 filed February 3, 2014) (court granted contested class certification and appointed
26 Kingsley & Kingsley as PAGA Counsel).
- 27 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
28 filed January 27, 2015) (court granted contested class certification and appointed

- 1 Kingsley & Kingsley as PAGA Counsel).
- 2 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214),
- 3 contested class certification granted in June 2020.
- 4 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-
- 5 16-102833), contested class certification granted in 2018.
- 6 g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
- 7 contested class certification granted in June 2020.
- 8 h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
- 9 contested class certification granted in August 2020
- 10 28. After factoring in the risks explained above, I believe that the proposed settlement is
- 11 fair and reasonable. I am not aware of any other pending matter or action asserting claims that will
- 12 be extinguished or adversely affected by this Settlement.

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

14 29. As detailed fully in the Agreement, the settlement provides for Defendant to create a

15 Gross Settlement Amount of \$75,000.00. From that fund, Plaintiff requests an award of attorneys'

16 fees for PAGA Counsel in the amount of \$25,000.00, or 33.33% of the Gross Settlement Amount,

17 and \$9,015.17 in reimbursement for litigation costs.

18 30. In addition to the complexity of this case, PAGA Counsel has borne the entire risk

19 and costs of this litigation during the entire time that it has been pending, all on a pure contingency

20 basis. Through the investment of substantial effort and resources, PAGA Counsel has secured an

21 outstanding Settlement of behalf of the Aggrieved Employees. Defendant vigorously contested

22 liability, the amount of claimed damages, and the propriety of class certification. It is this kind of

23 situation, involving complex issues, that has been recognized as justifying a substantial attorney fee

24 award.

25 31. I am very familiar with the contingent fee market throughout California and in the

26 Kern area, particularly as it pertains to complex employment, wage and hour, and class action

27 litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements with

28 plaintiffs, both as individuals and as representatives in class action suits. Many of those agreements

1 provided that counsel will receive a fee that is between 33% and 40% of any recovery that is obtained,
2 and, in addition, that counsel be reimbursed for the costs they incurred out of the recovery amount.
3 The named Plaintiff in this action signed a contingency fee agreement that stated that counsel would
4 be able to make a fee of up to 40% of any recovery if the case settles. These are typical and standard
5 percentages in employment-related contingency agreements throughout California. Indeed, in my
6 opinion, the Aggrieved Employees in this wage and hour case could not have retained competent
7 counsel in California, particularly with the considerable skill and expertise of my firm, for any
8 amount significantly less than the contingency fee percentage provided in this retainer agreement.
9 PAGA Counsel has never been paid any money for attorneys' fees in this case and has advanced all
10 costs.

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

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

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

1 *Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

- 9 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
10 pharmaceutical sales representatives are exempt employees affirmed);
- 11 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
12 court ruling in employer's favor that certain employees can share in mandatory tip
13 pool affirmed);
- 14 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
15 ruling in employer's favor that certain employees can share in mandatory tip pool
16 affirmed);
- 17 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
18 employer's favor approving employer's commission pay plan affirmed) ;
- 19 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
20 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
21 employees affirmed);
- 22 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
23 that pharmaceutical sales representatives are exempt employees affirmed);
- 24 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
25 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
26 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
27 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
28 Supreme Court affirmed lower court);

- 1 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
2 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
3 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
4 arbitration affirmed);
- 5 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
6 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
7 affirmed);
- 8 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
9 in part and affirming in part trial courts order compelling arbitration);
- 10 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
11 summary judgement in favor of employer on wage statement claim);
- 12 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
13 2018) (affirming judgement for employees after bench trial);
- 14 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
15 before the California Supreme Court on January 6, 2020 and a decision was
16 published in March 2020.

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

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

1 **PAGA COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

2 38. Here, a lodestar cross-check confirms that the percentage requested is reasonable.

3 PAGA Counsel have an aggregate lodestar in the amount of \$38,990.00, which represents 57.50
4 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff’s
5 instant Motion.

6 39. PAGA Counsel also anticipates an additional five hours of future time through the
7 hearing and the administration process.

8 40. As such, PAGA Counsel has billed more hours than the fee, and no multiplier is
9 requested.

10 41. The amount of time spent on this case (57.50 hours), which culminated in a very
11 favorable proposed Settlement for the Aggrieved Employees, is reasonable given the complexity and
12 novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the
13 exceptional results obtained.

14 42. PAGA Counsel litigated this action with great efficiency in light of the amount of
15 work required to achieve the Settlement.

16 43. The requested hourly rates in this case range from \$415.00 per hour to \$990.00.

17 44. PAGA Counsel’s hourly rates are fully supported by their experience and reputation
18 in handling complex employment litigation, including wage and hour class actions.

19 45. Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action
20 lawsuits.

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

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

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

1 and representative actions.

2 49. My office billed for the following three attorneys for work performed on this case:
3 Eric Kingsley, Jessica Bulaon, and me.

4 50. I, a partner at Kingsley & Kingsley, APC, have a billing rate of \$715 per hour. I am
5 an honors graduate of Florida State University, and received my JD from the University of California
6 Davis School of Law in 2008, where I was an editor of the Environmental Law Journal and a board
7 member of the King Hall Negotiations Team.

8 51. Jessica Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. She is billed
9 at \$415 per hour. Ms. Bulaon obtained her Bachelor of Arts from UCLA and her juris doctor from
10 UCLA School of Law in 2021.

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

19 53. PAGA Counsel’s charged rates are commensurate with the prevailing market rates
20 in Kern County for attorneys of comparable experience and skill handling complex litigation.

21 54. Furthermore, PAGA Counsel’s rates in calculating the lodestar are the same rates
22 charged to non-contingent hourly clients and thus necessarily reflect the current market value of
23 counsel’s legal services.²

24 55. PAGA Counsel has made all reasonable attempts to avoid duplication of assignments
25 and to assign tasks to timekeepers at the appropriate billing rates.

26
27 ² The Court should also note that other California courts approved many of these same rates over 15 years
28 ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other
grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based on counsel’s knowledge, skill,
experience and reputation].)

56. Finally, PAGA Counsel's rates are in line with the 2023-2024 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 15 years of experience, such as myself, is \$878, and a reasonable rate for an attorney with 1-3 years of experience, such as Ms. Bulaon is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

57. Kingsley & Kingsley's attorneys' fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	2.10	\$990.00	\$2,079.00
Kelsey M. Szamet	46.40 ³	\$715.00	\$33,176.00
Jessica Bulaon	9.00	\$415.00	\$3,735.00
KINGSLEY TOTAL ATTORNEYS' FEES	57.50		\$38,990.00

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

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure;
- e. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- f. regular meetings and or communicating with the named Plaintiff;
- g. drafting pleadings (Complaints, Motion for PAGA Approval, various documents related to PAGA Approval, etc.);
- h. researching private right of action and various impact on representative actions;

³ PAGA Counsel's total hours of performed work on this matter is currently 41.40. However, because PAGA Counsel anticipates an additional five hours of future time through the hearing and the administration process, PAGA Counsel is reporting 46.40 total hours of work performed on this matter.

- i. preparing for and attending mediation;
- j. discussing issues related to damage model calculations;
- k. preparing and analyzing damage models;
- l. negotiating the terms of the settlement;
- m. reviewing and making changes to the PAGA Settlement Agreement;
- n. drafting and editing all documents for Settlement Approval;
- o. coordinating and overseeing all aspects of the anticipated administration of the Settlement (review documentation, approve PAGA letter, etc.); and multiple communications with defense counsel.

59. Here, PAGA Counsel is not requesting a multiplier.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

60. In addition to their request for fees, PAGA Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$9,015.17.

61. To date, Kingsley and Kingsley has incurred \$8,415.17 in costs.

62. PAGA Counsel anticipates incurring an additional \$600.00 in costs to file and serve this motion.

63. As such, counsel is requesting a cost reimbursement of \$9,015.17.

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

65. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by PAGA Counsel, with the exception of the anticipated cost of filing the present motion.

66. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court should approve the request for reimbursement in the amount of \$9,015.17.

1 Laffey Matrix.

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

4 77. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission
5 to the LWDA as referenced above.

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

8 This declaration was executed this 18th day of December, 2023, in Altadena, California.

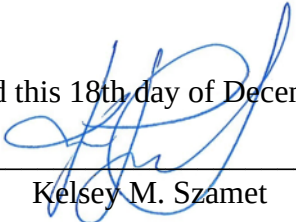
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EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Beau Laninovich (“Plaintiff”) and defendant Bear Valley Springs Association (“BVSA”). The Agreement refers to Plaintiff and BVSA collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against BVSA captioned *Beau Laninovich v. Bear Valley Springs Association*, No. BCV-21-102750 initiated on November 19, 2021 and pending in Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means Xpand Legal, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees employed by BVSA in California at any time between November 19, 2020 and July 19, 2023.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in BVSA’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Kern.
- 1.8. “Defense Counsel” means Reyna Macias and Johanna Rodriguez from WFBM, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$75,000.00 which is the total amount BVSA agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and the Administrator’s Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Eric B. Kingsley and Kelsey M. Szamet from Kingsley & Kingsley, APC, and William Zev Abramson from Abramson Labor Group, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for BVSA for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from November 19, 2020 to July 19, 2023.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's November 19, 2021 letter to BVSA and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. "Plaintiff" means Beau Laninovich, the named plaintiff in the Action.
- 1.23. "PAGA Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiff in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), which shall be paid to Plaintiff in addition to his respective Individual PAGA Payment, in recognition of Plaintiff's efforts and the risks in assisting with the prosecution of the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, members, owners, attorneys, insurers, predecessors, successors, assigns, exempt employees, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “BVSA” means named Defendant Bear Valley Springs Association

2. RECITALS.

- 2.1. On November 19, 2021, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against BVSA for (1) failure to pay wages and/or overtime; (2) failure to provide meal breaks; (3) failure to reimburse expenses; (4) violation of Labor Code section 226(a); (5) penalties pursuant to Labor Code section 203; (6) violations of Business & Professions Code section 17200 et seq (“Class Claims”). On January 24, 2022, Plaintiff filed a First Amended Complaint adding a seventh cause of action against BVSA for civil penalties pursuant to PAGA.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to BVSA and the LWDA by sending the PAGA Notice on November 19, 2021.
- 2.3. On December 20, 2022, the Plaintiff filed a Request to the dismissal of the Class Claims due to a signed arbitration agreement with class action waivers agreed by Plaintiff and entered between Plaintiff and Defendant. The Court entered an order for the dismissal of the Class Claims on April 4, 2023.
- 2.4. The First Amended Complaint, without the Class Claims, is the operative complaint in the Action (the “Operative Complaint”). BVSA denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5. On March 7, 2022 Defendant filed an answer to Plaintiff’s Operative complaint, generally denying the allegations in the Operative Complaint and raising nineteen affirmative defenses.
- 2.6. On June 28, 2023, the Parties participated in an all-day mediation presided over by Russ J. Wunderli which led to this Agreement to settle the Action.
- 2.7. Prior to Mediation, Plaintiff obtained, through informal discovery, Defendant's records, the number of Aggrieved Employees, the number of Pay Periods at issue in the PAGA Period, and alleged potential exposure.
- 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, BVSA promises to pay \$75,000.00 and no more as the Gross Settlement Amount. BVSA has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to BVSA.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$25,000 and PAGA Counsel Litigation Expenses Payment of not more than \$10,000. BVSA will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds BVSA harmless, and indemnifies BVSA, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: Pursuant to PAGA, 75% (\$22,500) of the Net Settlement Amount shall be payable to the LWDA PAGA Payment and 25% (\$7,500) of the Net Settlement amount payable to Aggrieved Employees to the Individual PAGA Payments.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share (\$7,500) of the Net Settlement Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4. To Plaintiff. Plaintiff will apply to the Court for a PAGA Representative Enhancement Payment of not more than \$5,000 for his efforts and work in prosecuting the Action on behalf

of Aggrieved Employees, and Defendant agrees not to oppose such application. The PAGA Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, will be in addition to Plaintiff's right to an Individual PAGA Payment pursuant to this Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the PAGA Representative Enhancement Payment and the Individual PAGA Payment and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Plaintiff will not have the right to revoke this Settlement if the Court fails to approve the amount sought by Plaintiff as a PAGA Representative Enhancement Payment. Any portion of the PAGA Representative Enhancement Payment not awarded to the PAGA Representative will be added to the Net Settlement Amount.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, BVSA estimates the approximate total number of Aggrieved Employees will be approximately 343 as of the Effective Date and the approximate number of PAGA Pay Periods will be approximately 7,774 as of the Effective Date.
- 4.2. Aggrieved Employee Data. Within 21 days of the Effective Date, BVSA will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. BVSA has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which BVSA must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. BVSA shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after BVSA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees and Litigation Expenses Payment and PAGA Representative Enhancement Award. Disbursement of the PAGA Counsel Fees and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing)

when the check will be voided. Checks will remain negotiable for one hundred eighty (180) calendar days. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Greater Bakersfield Legal Assistance, Inc.

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

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

Plaintiff's Release. Plaintiff, on behalf of himself and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, now or hereafter, generally releases, waives, and forever discharges of and from any and all actions, complaints, causes of action, claims, demands, promises or rights of any nature, costs, attorney's fees, liabilities, losses, expenses, agreements, commitments, indebtedness and obligations of every nature and kind, whatsoever, contingent or non-contingent, matured or un-matured, liquidated or un-liquidated, whether or not known, suspect or claimed which Plaintiff may ever have had, now has or may claim to have had as of the date of this Agreement against the Released Parties by reason of any act or omission whatsoever, concerning any matter, cause or thing allegedly arising out of or in connection with the Operative Complaint or relating to the claims made in the Operative Complaint. The claims released also include, but are not limited to, any and all claims arising from or in any way related to Plaintiff's former employment with BVSA and the separation from that employment. These claims include, but are not limited to, claims based on allegations of harassment, and/or retaliation because of "whistle blower" activities or any other type of retaliation, claims for infliction of emotional distress, physical injury or emotional injury, claims under any federal, state or local law relating to employment and/or the termination thereof, including any claims for wages and any other compensation allegedly unpaid. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.
- 5.3 Release by PAGA Counsel: PAGA Counsel and Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for fees, including PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and/or in connection with Plaintiff's claims against BVSA.

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.1.

- 6.3 Responsibilities of Defendant. BVSA is responsible for providing a signed declaration attesting to its status as a homeowner's association and ability to pay arguments that drove this Settlement.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have agreed to use Xpand Legal_ to serve as the Administrator and PAGA Counsel verified that, as a condition of appointment, Xpand Legal agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, BVSA estimates that, (1) the approximate total number of Aggrieved Employees will be approximately 343 as of the Effective Date and the approximate number of PAGA Pay Periods will be approximately 7,774 as of the Effective Date. BVSA agrees that if the Aggrieved Employee Data transmitted to the Administrator exceeds either of these estimates by 5%, the end date of the PAGA Period will be advanced from July 19, 2023 to an earlier date so that the Aggrieved Employees headcount and/or the PAGA Pay Periods shall be within a 5% buffer.

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

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by BVSA that any of the allegations in the Operative Complaint or the PAGA Notice have merit or that BVSA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that BVSA's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, BVSA reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest BVSA's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Fees and Costs. The Parties agree that they are each responsible for their respective attorney's fees and costs, and agree that they will not seek from any other party any other reimbursement for attorney's fees and/or costs incurred in the Action or relating to any matters addressed in this Agreement beyond what has been settled as part of this Agreement.
- 10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and BVSA, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek

the assistance of a mediator and/or the Court for resolution.

- 10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, BVSA nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by BVSA in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from BVSA unless, prior to the Administrator's payment of all Settlement Funds, BVSA makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend

or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Eric B. Kingsley, Esq.

Kelsey M. Szamet, Esq.

KINGSLEY & KINGSLEY, APC

16133 Ventura Blvd., Suite 1200

Encino, CA 91436

Telephone: (818) 990-8300

Facsimile: (818) 990-2903

eric@kingsleykingsley.com

kelsey@kingsleykingsley.com

To Bear Valley Springs Association:

Reyna E. Macias, Esq.

Johanna Rodriguez, Esq.

WFBM, LLP

19900 MacArthur Blvd., Suite 1150

Irvine, California 92612-2445

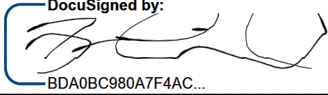
Telephone: (714) 634-2522

Facsimile: (714) 634-068

rmacias@wfbm.com

jrodriguez@wfbm.com

- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.19 Dismissal of Claims: Plaintiff, through his counsel, agrees to dismiss the entire action with prejudice, no later than fourteen (14) days after the settlement administrator administers all funds from the court-approved GSA.

By: 
BEAU LANINOVICH

September 19, 2023
Date

By: _____
GUY MUNDAY, on behalf of
BEAR VALLEY SPRINGS ASSOCIATION

Date

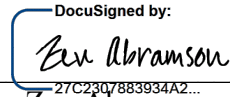
DATED: October 4, 2023

KINGSLEY & KINGSLEY

By: 
Eric B. Kingsley, Esq.
Kelsey M. Szamet, Esq.
Attorneys for Plaintiff

DATED: October 4, 2023

ABRAMSON LABOR GROUP

By: 
William Zev Abramson, Esq.
Attorneys for Plaintiff

DATED: _____

WFBM, LLP

By: _____
Reyna E. Macias, Esq.
Johanna Rodriguez, Esq.
Attorneys for Defendant

By: _____
BEAU LANINOVICH

_____ Date

By:  _____
GUY MUNDAY, on behalf of
BEAR VALLEY SPRINGS ASSOCIATION

 _____
Date

DATED: _____

KINGSLEY & KINGSLEY

By: _____
Eric B. Kingsley, Esq.
Kelsey M. Szamet, Esq.
Attorneys for Plaintiff

DATED: _____

ABRAMSON LABOR GROUP

By: _____
William Zev Abramson, Esq.
Attorneys for Plaintiff

DATED: 10/05/2023

WFBM, LLP

By:  _____
Reyna E. Macias, Esq.
Johanna Rodriguez, Esq.
Attorneys for Defendant

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

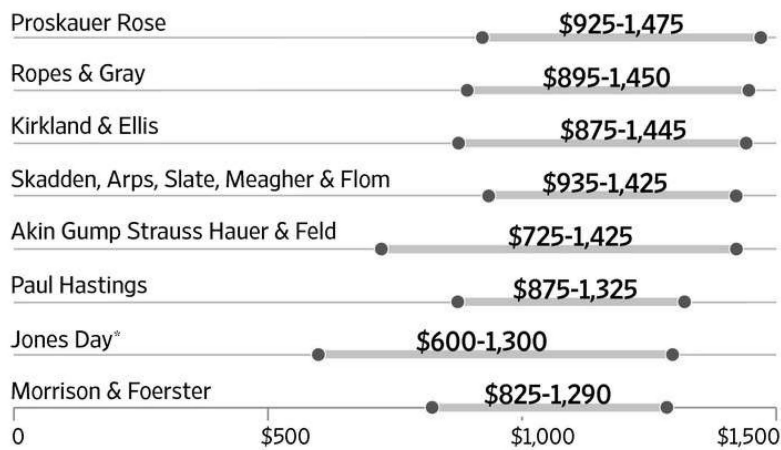
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

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

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

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

EXHIBIT "5"

Bear Valley Springs Association adv. Laninovich, Beau

Beau Laninovich • [REDACTED] • [REDACTED]

Historic Cost

\$8,415.17

Postage Cost

\$5.80

Created: 11/12/2021 at 11:38 AM

Trialworks TaskCode

Postage Cost

Date Incurred

10/26/2021

Payee

DocuSign

Filing Fee

\$75.00

Created: 11/19/2021 at 2:11 PM

Trialworks TaskCode

Filing Fee

Date Incurred

11/19/2021

Payee

LWDA

Description

State of California - Department of Industrial Relations Customer
Receipt _ Purchase Confirmation Bear Valley

Docs

 State of California - Department of Industrial Relations ... 

Postage Cost

\$14.66

Created: 11/19/2021 at 2:53 PM

Trialworks TaskCode

Postage Cost

Date Incurred

11/19/2021

Created: 11/19/2021 at 2:53 PM

\$0.80

Trialworks TaskCode

Copies

Date Incurred

11/19/2021

Payee

Paper Cut

Filing Fee

\$1,493.55

Created: 12/16/2021 at 8:12 AM

Trialworks TaskCode

Filing Fee

Date Incurred

11/29/2021

Description

OLINV#03690940 BV 11.29.21

Docs

 OLINV#03690940 BV 11.29.21.pdf ▼

Photocopying Cost

\$1.60

Created: 12/6/2021 at 12:43 PM

Trialworks TaskCode

copies

Date Incurred

12/6/2021

Payee

copies

Description

copies

Postage Cost

\$1.46

Created: 12/6/2021 at 12:45 PM

Trialworks TaskCode

postage

Date Incurred

12/6/2021

Payee

postage

Filing Fee

\$40.67

Created: 12/16/2021 at 3:32 PM

Trialworks TaskCode

Filing Fee

Date Incurred

12/6/2021

Payee

One Legal

Description

OLINV#03708125 BV 12.6.21

Docs

 OLINV#03708125 BV 12.6.21.pdf ▼

Court Cost

\$135.99

Created: 12/28/2021 at 8:37 AM

Trialworks TaskCode Costs	Description OCINV#240632 BV 12.16.21
Date Incurred 12/16/2021	Docs  OCVN#240632 BV 12.16.21.pdf ▾
Payee OnCall	

Filing Fee \$17.09	
<i>Created: 12/29/2021 at 8:22 AM</i>	
Trialworks TaskCode Filing Fee	Description OLINV#03736182 BV 12.20.21
Date Incurred 12/20/2021	Docs  OLINV#03736182 BV 12.20.21.pdf ▾
Payee One Legal	

Filing Fee \$39.38	
<i>Created: 1/6/2022 at 1:42 PM</i>	
Trialworks TaskCode filing fee	Description OLINV#03763437 BV 1.4.22
Date Incurred 1/4/2022	Docs  OLINV#03763437 BV 1.4.22.pdf ▾
Payee One Legal	

Process Server Fee \$240.97	
<i>Created: 1/13/2022 at 11:49 AM</i>	
Trialworks TaskCode costs	Description OCINV#240632A BV 1.5.22
Date Incurred 1/5/2022	Docs  OCVN#240632A BV 1.5.22.pdf ▾
Payee OnCall	

Filing Fee \$17.09	
<i>Created: 1/6/2022 at 2:03 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#03766984 BV 1.6.22
Date Incurred 1/6/2022	Docs  OLINV#03766984 BV 1.6.22.pdf ▾
Payee One Legal	

Filing Fee	\$18.12
<i>Created: 2/9/2022 at 11:04 AM</i>	

Trialworks TaskCode filing fee	Description OLINV#03805120 BV 1.24.22
Date Incurred 1/24/2022	Docs  OLINV#03805120 BV 1.24.22.pdf ▾
Payee One Legal	

Filing Fee	\$47.36
<i>Created: 2/9/2022 at 12:13 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#03807455 BV 1.24.22
Date Incurred 1/24/2022	Docs  OLINV#03807455 BV 1.24.22.pdf ▾
Payee One Legal	

Filing Fee	\$16.99
<i>Created: 5/11/2022 at 11:26 AM</i>	

Trialworks TaskCode filing fee	Description OLINV#04059368 BV 5.9.22
Date Incurred 5/9/2022	Docs  OLINV#04059368 BV 5.9.22.pdf ▾
Payee One Legal	

Filing Fee	\$42.98
<i>Created: 5/11/2022 at 11:39 AM</i>	

Trialworks TaskCode filing fee	Description OLINV#04061242 BV 5.9.22
Date Incurred 5/9/2022	Docs  OLINV#04061242 BV 5.9.22.pdf ▾
Payee One Legal	

Filing Fee	\$20.69
<i>Created: 5/12/2022 at 10:43 AM</i>	

Trialworks TaskCode filing fee	Description OLINV#04064062 BV 5.10.22
Date Incurred 5/10/2022	Docs  OLINV#04064062 BV 5.10.22.pdf ▾
Payee One Legal	

Filing Fee	\$42.98
<i>Created: 5/12/2022 at 11:02 AM</i>	

Trialworks TaskCode filing fee	Description OLINV#04068232 BV 5.11.22
Date Incurred 5/11/2022	Docs  OLINV#04068232 BV 5.11.22.pdf ▾
Payee One Legal	

Court Cost	\$94.00
<i>Created: 6/8/2022 at 9:32 AM</i>	

Trialworks TaskCode costs	Description Courtcall
Date Incurred 5/27/2022	Notes HD: 6/7/22
Payee Courtcall	

Filing Fee	\$20.69
<i>Created: 10/5/2022 at 3:01 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#04383800 BV 9.20.22
Date Incurred 9/20/2022	Docs  OLINV#04383800 BV 9.20.22.pdf ▾
Payee One Legal	

Filing Fee	\$42.98
<i>Created: 10/5/2022 at 3:09 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#04385853 BV 9.20.22
Date Incurred 9/20/2022	Docs  OLINV#04385853 BV 9.20.22.pdf ▾
Payee One Legal	

Court Cost	\$94.00
<i>Created: 10/17/2022 at 1:23 PM</i>	

Trialworks TaskCode costs	Description Courtcall
Date Incurred 9/27/2022	Notes HD: 10/5/22
Payee Courtcall	

Filing Fee	\$44.01
<i>Created: 12/28/2022 at 2:51 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#04620505 BV 12.21.22
Date Incurred 12/21/2022	Docs  OLINV#04620505 BV 12.21.22.pdf ▾
Payee One Legal	

Filing Fee	\$20.69
<i>Created: 1/5/2023 at 1:04 PM</i>	

Trialworks TaskCode filing fee	Description OLINV#04646983 BV 1.5.23
Date Incurred 1/5/2023	Docs  OLINV#04646983 BV 1.5.23.pdf ▾
Payee One Legal	

Filing Fee	\$20.13
Created: 4/6/2023 at 2:50 PM	

Trialworks TaskCode filing fee	Description OLINV#04846014 BV 3.21.23
Date Incurred 3/21/2023	Docs  OLINV#04846014 BV 3.21.23.pdf ▾
Payee One Legal	

Filing Fee	\$42.98
Created: 4/13/2023 at 8:32 AM	

Trialworks TaskCode filing fee	Description OLINV#04847387 BV 3.21.23
Date Incurred 3/21/2023	Docs  OLINV#04847387 BV 3.21.23.pdf ▾
Payee One Legal	

Court Cost	\$72.00
Created: 4/10/2023 at 9:26 AM	

Trialworks TaskCode costs	Description Courtcall
Date Incurred 3/28/2023	Notes HD: 4/5/23
Payee Courtcall	

Mediation Cost	\$3,330.00
Created: 4/4/2023 at 3:13 PM	

Trialworks TaskCode costs Date Incurred 4/4/2023 Payee Russ J. Wunderli, Esq. Wunderli Mediation Services	Description Letter of Engagement re Mediation of Laninovich v. Bear Valley Springs Association paid fee 4.4.23 Docs  Letter of Engagement re Mediation of Laninovich v. Bear... ▼
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Postage Cost \$5.80	
<i>Created: 5/3/2023 at 2:33 PM</i>	
Trialworks TaskCode Postage Cost Date Incurred 4/19/2023	Payee DocuSign

Filing Fee \$20.13	
<i>Created: 6/29/2023 at 10:41 AM</i>	
Trialworks TaskCode filing fee Date Incurred 6/26/2023 Payee One Legal	Description OLINV#05096630 BV 6.26.23 Docs  OLINV#05096630 BV 6.26.23.pdf ▼

Filing Fee \$42.98	
<i>Created: 6/29/2023 at 10:58 AM</i>	
Trialworks TaskCode filing fee Date Incurred 6/26/2023 Payee One Legal	Description OLINV#14667345 BV 6.26.23 Docs  OLINV#14667345 BV 6.26.23.pdf ▼

Research Cost \$2,280.00	
<i>Created: 7/20/2023 at 4:04 PM</i>	

Trialworks TaskCode costs	Description Berger Consulting INV#8977 Bear Valley paid 7.20.23
Date Incurred 7/20/2023	Docs  Berger Consulting INV#8977 Bear Valley paid 7.20.23.pdf ▾
Payee Berger Consulting	

Postage Cost	\$5.80
Created: 10/6/2023 at 5:13 PM	
Trialworks TaskCode Postage Cost	Payee DocuSign
Date Incurred 9/19/2023	Notes Settlement Agreement

Postage Cost	\$5.80
Created: 10/6/2023 at 5:18 PM	
Trialworks TaskCode Postage Cost	Payee DocuSign
Date Incurred 10/5/2023	Notes Settlement Agreement to zev

EXHIBIT "6"

(Proof of Submission to LWDA)

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On December 18, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Reyna E. Macias
rmacias@wfbm.com
WFBM LLP
19900 MacArthur Blvd, Suite 1150
Irvine, CA 92612-2445

ABRAMSON LABOR GROUP
William Zev Abramson
Wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604

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

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

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

Executed on December 18, 2023, at Encino, California.



Michelle Tanzer