

KINGSLEY SZAMET & LY
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
wza@abramsonlabor.com
3580 Wilshire Blvd, Ste 1260
Los Angeles, CA 90010-2513
Tel: (213) 493-6300, Fax: (213) 382-4083

Attorneys for Plaintiff, the proposed class, and the aggrieved employees

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

LEONARD OCAMPO, an individual, on
behalf of himself, others similarly situated,
and on behalf of the State of California, as a
private attorney general,

PLAINTIFF,

v.

PARKING CONCEPTS, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 30-2022-01246363-CU-OE-CXC

[Case Assigned for All Purposes to Hon.
Randall J. Sherman in Dept. CX-105]

**SECOND SUPPLEMENTAL
DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

*[Filed Concurrently With the Second
Amended [Proposed] Order Granting Final
Approval Of Class Action Settlement And
Entering Judgement]*

Date: May 31, 2024
Time: 10:00 AM
Dept.: CX-105

Complaint Filed: February 14, 2022
SAC Filed: April 18, 2023
Trial Date: None Set

1 **DECLARATION OF LIANE KATZENSTEIN LY**

2 I, Liane Katzenstein Ly, declare as follows:

3 1. I am an attorney licensed to practice before all of the courts of the State of
4 California. I am partner in the law firm of Kingsley Szamet & Ly and one of the attorneys of
5 record for Plaintiff LEONARD OCAMPO in the above-entitled action. I have personal knowledge
6 of the facts set forth herein, and if called upon as a witness, I could and would testify competently
7 thereto.

8 2. I make this second Supplemental Declaration in Support of Plaintiff's Motion for
9 Final Approval of Class Action Settlement in the above-captioned case and in response to the
10 Court's Tentative Ruling on April 5, 2024.

11 3. The Abramson Labor Group and the Kingsley Szamet & Ly firms entered into a
12 written co-counsel agreement, acknowledged by Plaintiff, that provides that as the referring
13 attorney and the firm that handled all initial correspondence with the named plaintiff, The
14 Abramson Law Firm will receive 1/3 of the fee and Kingsley Szamet and Ly will receive 2/3 of
15 the fee. The fee-sharing arrangement will not diminish the payments to Plaintiff and class
16 members. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed attorney-
17 fee sharing agreement entered between Class Counsel.

18 4. Since the last declaration filed by Plaintiff on March 26, 2024, Kingsley Szamet &
19 Ly has incurred \$15,376.07 in costs.

20 5. The concurrently-filed declaration of William Zev Abramson provides details as to
21 the billable hours and costs of Abramson Labor Group.

22 6. It is our firm's practice to keep contemporaneous billing records. A true and correct
23 copy of our firm's redacted billing report indicating the total time spent and the amount spent per
24 activity is attached hereto as Exhibit "2." The report is heavily redacted as we keep very detailed
25 descriptions that would reveal attorney work product and attorney-client communications were the
26 descriptions not redacted.

27 ///

28 ///

7. The final hours in this case are as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	13.1	\$1,100.00	\$14,410.00
Liane Katzenstein Ly	66.4 (includes 10 future hours)	\$800.00	\$53,120.00
Jessica Bulaon	45.5	\$450.00	\$20,475.00
KINGSLEY TOTAL ATTORNEYS' FEES	121.00		\$88,005.00

8. I believe that Plaintiff has address all issues identified in the Court's Tentative Ruling an ask that the Court grant approval of the proposed class action settlement. Plaintiff's Counsel will also concurrently file an Amended Proposed Order Granting Final Approval of Class Action Settlement.

SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY

9. Proof of submission of this Supplemental Declaration, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "3."

EXHIBITS

10. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed attorney fee sharing agreement.

11. Attached hereto as Exhibit "2" is a true and correct copy of Kingsley & Kingsley, APC's redacted billing records.

12. Attached hereto as Exhibit "3" is a true and correct copy of the proof of submission to the LWDA as indicate in paragraph 9 above.

///

///

///

///

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

3 This declaration was executed this 29th day of April, 2024, in Los Angeles, California.

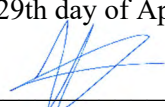
4 
5 _____
6 Liane Katzenstein Ly
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "1"



**STATEMENT AND DISCLOSURE OF AGREEMENT FOR COST-SHARING
AND DIVISION OF ATTORNEYS' FEES**

This written Statement and Disclosure of Agreement for Cost-Sharing and Division of Attorneys' Fees ("Agreement") is by and between Kingsley & Kingsley, APC ("K&K") on the one hand and Abramson Labor Group ("Abramson"), on the other hand. It is made pursuant to California Rules of Professional Conduct, rule 1.5.1 (formerly rule 2-200), in the matter Leonard Ocampo v. Parking Concepts, Inc. and/or related entities (the "Action"), to designate cost expenditure obligations and any attorneys' fees recovered from the settlement or trial or other disposition.

A. Costs

1. K&K will advance all costs of this Action.
2. If any money is recovered in the Action, such funds shall first be applied to repay K&K for all of costs advanced.

B. Attorneys' Fees

3. After full repayment to K&K for costs incurred, the remaining amount of money generated shall be divided as follows:
 - a. K&K is to receive 66 2/3% of the fee; and
 - b. Abramson is to receive 33 1/3% of the fee.

C. Miscellaneous

4. The total amount of attorneys' fees recovered, if any, shall not be increased by reason of this Agreement.
5. In the event of a dispute between the law firms to this Agreement, the Parties agree to first mediate their differences with the assistance of a neutral mediator, and if unsuccessful, submit the dispute to a mutually agreeable arbitrator in binding arbitration.
6. Any modifications to this Agreement shall be in writing.
7. A signature by facsimile, email, and/or a copy of a signature is deemed valid, binding, and enforceable. This Agreement may be executed in counterparts, and when each party

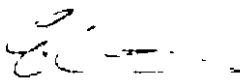
Statement and Disclosure of Agreement for
Cost-Sharing and Division of Attorneys' Fees
October 25, 2021
Page 2 of 2

has signed and delivered at least one such counterpart, each counterpart shall be deemed as an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

ACCEPTED AND AGREED

DATED: October 25, 2021

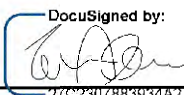
KINGSLEY & KINGSLEY, APC

By: 
ERIC B. KINGSLEY

ACCEPTED AND AGREED

DATED: November 17, 2021

ABRAMSON LABOR GROUP

By: 
ZEV ABRAMSON

CLIENT CONSENT

DATED: 11/16/2021

CLIENT: LEONARD OCAMPO


Signature

EXHIBIT "2"

Date	Timekeeper	Description	Hours
11/8/2021	Eric Kingsley	intake and rec docs from client	3.8
11/9/2021	Eric Kingsley	sign up client	1
11/9/2021	Liane Katzenstein Ly	discuss [REDACTED]	2
11/9/2021	Eric Kingsley	discussed [REDACTED]	2
11/12/2021	Liane Katzenstein Ly	drafted comp, and PAGA letter, call with client	4
11/16/2021	Eric Kingsley	call from client	0.7
11/18/2021	Eric Kingsley	email re venue	0.3
11/22/2021	Eric Kingsley	review email re [REDACTED]	0.1
12/9/2021	Eric Kingsley	review email re [REDACTED]	0.1
2/1/2022	Liane Katzenstein Ly	drafted fAC	1.5
3/1/2022	Eric Kingsley	review status report	0.2
3/23/2022	Liane Katzenstein Ly	spoke to opp counsel and discussed w/ eBK	0.7
4/27/2022	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.3
5/4/2022	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.4
9/12/2022	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.3
9/14/2022	Liane Katzenstein Ly	e-mails w/ opp counsel re: med data and prepped docs to produce	1
9/14/2022	Liane Katzenstein Ly	rev records and [REDACTED]	3
10/13/2022	Liane Katzenstein Ly	e-mails re: [REDACTED] and spoke to EBK re: [REDACTED]	0.9
10/24/2022	Eric Kingsley	email from oppo counsel	0.2
11/3/2022	Liane Katzenstein Ly	e-mails re: random sample and discussion w. EBK [REDACTED]	0.7
11/3/2022	Jessi Bulaon	Phone call w LKL, Paola, client	0.5
11/4/2022	Liane Katzenstein Ly	discused [REDACTED] w/ Jessi for [REDACTED]	0.6
11/4/2022	Jessi Bulaon	call with client and LKL re [REDACTED]	0.5
11/6/2022	Jessi Bulaon	call with CL re [REDACTED]	1.7
11/8/2022	Jessi Bulaon	calls with client re [REDACTED]	2.5
11/8/2022	Jessi Bulaon	draft summary for OC in prep for mediation	1
11/15/2022	Jessi Bulaon	Receipt/review client docs for mediation; emailed cl and texted with [REDACTED]	1
11/15/2022	Jessi Bulaon	Phone call with client	1
11/16/2022	Jessi Bulaon	call with CL; call with LKL	1
11/17/2022	Jessi Bulaon	call with client	1
11/18/2022	Jessi Bulaon	calls w client, kim and LKL; [REDACTED]	4.8
11/21/2022	Liane Katzenstein Ly	rev disc docs	1
11/21/2022	Liane Katzenstein Ly	e-mails re: [REDACTED]	1

11/21/2022	Jessi Bulaon	call with client; review [REDACTED] damage model	1.6
11/21/2022	Jessi Bulaon	revising disc docs PDFs	1.3
11/21/2022	Eric Kingsley	review docvs produced	1.3
11/30/2022	Jessi Bulaon	mediation brief and damage model	3.5
12/1/2022	Jessi Bulaon	mediation brief; call with client	3.6
12/2/2022	Jessi Bulaon	review docs; damage model; mediation brief	4.2
12/5/2022	Jessi Bulaon	mediation brief; damage model; doc review	2.2
12/5/2022	Eric Kingsley	email from expert	0.4
12/5/2022	Liane Katzenstein Ly	rev damage model and prepped for brief	2
12/6/2022	Jessi Bulaon	drafted mediation brief and damage model	1.6
12/6/2022	Jessi Bulaon	drafted meditation brief	0.9
12/7/2022	Jessi Bulaon	revise med brief with [REDACTED]	2
12/12/2022	Liane Katzenstein Ly	drafted MOU	1
12/12/2022	Jessi Bulaon	call with client	0.7
12/13/2022	Jessi Bulaon	mediation	8
12/13/2022	Liane Katzenstein Ly	discussed [REDACTED]	0.5
12/13/2022	Eric Kingsley	discussed [REDACTED]	0.5
12/13/2022	Liane Katzenstein Ly	mediation	8
12/15/2022	Liane Katzenstein Ly	drafted sett agmt	3.5
1/2/2023	Eric Kingsley	review joint cmc	0.5
1/3/2023	Jessi Bulaon	Phone call to client; left VM	0.2
1/3/2023	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.3
2/15/2023	Eric Kingsley	rev revised sett docs and edited	2
2/15/2023	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.5
4/18/2023	Liane Katzenstein Ly	SAC drafted filed	1.4
5/1/2023	Liane Katzenstein Ly	incorporated D's edits and e-mails re: [REDACTED]	2
6/28/2023	Liane Katzenstein Ly	call w/ AJS re [REDACTED]	0.5
10/3/2023	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.4
10/11/2023	Liane Katzenstein Ly	e-mails w/ opp counsel re: supp docs edited supp docs and drafted supp dec, e-mails re:	0.4
10/12/2023	Liane Katzenstein Ly	[REDACTED]	2
10/12/2023	Liane Katzenstein Ly	fianlized supp docs	1
1/2/2024	Liane Katzenstein Ly	followed up with admin re: dist	0.3
1/16/2024	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.3
1/22/2024	Liane Katzenstein Ly	rev admin update	0.3
2/28/2024	Liane Katzenstein Ly	e-mails re: [REDACTED]	0.3
3/5/2024	Liane Katzenstein Ly	rev admin dec and approved	0.5

		drafted final approval docs and prepped dec for fee motion	6
3/5/2024	Liane Katzenstein Ly		
3/6/2024	Liane Katzenstein Ly	drafted FA docs	2.5
3/7/2024	Liane Katzenstein Ly	worked on FA and gathered hours for dec	2
3/12/2024	Liane Katzenstein Ly	finalized docs for FA	0.7
3/26/2024	Jessi Bulaon	review docs and proposed order	0.5
4/5/2024	Jessi Bulaon	Receipt/review TR	0.2
4/15/2024	Liane Katzenstein Ly	worked on second supp dec	0.5
4/15/2024	Liane Katzenstein Ly	e-mails w/ co counsel re: [REDACTED]	0.2
4/16/2024	Liane Katzenstein Ly	worked on supp dec and docs	0.5
4/16/2024	Liane Katzenstein Ly	e-mails w/ Abramson	0.2
4/22/2024	Liane Katzenstein Ly	gathered docs for supp dec	0.2
4/25/2024	Liane Katzenstein Ly	drafted supp dec and supporting docs	1

(Proof of Submission to the LWDA)

EXHIBIT "3"

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

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

On April 29, 2024, I served all interested parties in this action the following documents described as: **SECOND SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Tara C. Dudum Tara.Dudum@ndlf.com Harlye Carlton Harlye.carlton@ndlf.com Thomas Reilly Thomas.reilly@ndlf.com Jason L. Morris Jason.morris@ndlf.com NEWMeyer & DILLION LLP 2033 N. Main Street, Suite 500 Walnut Creek, CA 94596 <i>Attorneys for Defendant</i>	ABRAMSON LABOR GROUP William Zev Abramson wza@abramsonlabor.com 11846 Ventura Blvd., Suite 100 Studio City, CA 91604 <i>Attorneys for Plaintiff</i>
---	---

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

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

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

Executed on April 29, 2024, at Woodland Hills, California.



Michelle Tanzer