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Attorneys for Plaintiff and the Proposed Class

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

SHELTON HARPER, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

SAN MAR PROPERTIES; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 21CECG03563

[Case Assigned for All Purposes to Hon.
Jonathan Skiles in Dept. 403]

**SUPPLEMENTAL DECLARATION OF
KELSEY M. SZAMET IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Declaration of
Shelton Harper and Lisa Mullins of ILYM
Group, Inc.]*

Date: May 11, 2023
Time: 3:30 P.M.
Dept.: 403

Complaint Filed: December 2, 2021
FAC Filed: February 7, 2021
Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET**

2 I, Kelsey M. Szamet, state and declare as follows:

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

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

13 3. I make this supplemental Declaration in response to the Court's Tentative Ruling
14 ("TR") dated April 19, 2023 and in support of Plaintiff's Motion for Preliminary Approval of the
15 Class Action Settlement in the above-captioned case.

16 **REASONABLENESS OF REQUESTED ATTORNEY'S FEES/LODESTAR CHECK**

17 4. As described in my original declaration, Kingsley & Kingsley, APC's has vast
18 experience in the area of wage and hour class actions.

19 5. Here, I believe a lodestar cross-check will confirm that the percentage requested is
20 reasonable. Class Counsel's aggregate lodestar amounts to \$65,780¹, which represents 88 hours of
21 attorney work on this litigation incurred from its inception through the filing of this supplemental
22 paperwork.

23 6. Class Counsel requests preliminary approval of attorneys' fees of 1/3 of the Gross
24

25 ¹ Class Counsel will certainly continue to spend time working on this matter for tasks such as
26 overseeing the dissemination of the Class Notice after preliminary approval including the
27 communicating with Settlement Class Members as needed, preparing for and attending the
28 final approval hearing, and overseeing the completion of the administration process through to
distribution and overseeing the handling of any uncashed checks after the expiration period.
As such, Plaintiff's Counsel will be requesting approval of these anticipated hours at final
approval.

1 Settlement Amount which is currently estimated to be \$108,333.33. Based on the lodestar
2 reflecting work performed to date, the current multiplier request is 1.64.

3 7. My office keeps contemporaneous time records and will provide a copy to the Court
4 at the time of final approval if requested.

5 8. The amount of time spent on this case through the filing of this supplemental
6 paperwork (over 61 hours), which culminates in a very favorable proposed Settlement for the Class
7 Members, is reasonable given the complexity and novelty of the issues involved, the vigorous
8 defense, the length and intensity of the litigation, and the exceptional results obtained.

9 9. Class Counsel litigated this action with great efficiency in light of the amount of
10 work required to achieve the Settlement.

11 10. The requested hourly rates in this case range from \$715.00 per hour to \$990.00.

12 11. Class Counsel's hourly rates are fully supported by their experience and reputation
13 in handling complex employment litigation, including wage and hour class actions.

14 12. Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action
15 lawsuits.

16 13. He has litigated several hundred such cases, including at the appellate level at the
17 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
18 Appeal.

19 14. He is also a prolific speaker at various seminars on employment law and has
20 contributed to legal publications on employment topics.

21 15. In light of the impending increase of experienced lawyers in specialized practice, I
22 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
23 less than those charged by my colleagues in California and the national market for prosecuting
24 class actions.

25 16. My office billed for the following two attorneys for work performed on this case:
26 Eric Kingsley and me.

27 17. I am a partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts degree,
28 *cum laude*, from the University of California San Diego and received my law degree from UCLA

1 School of Law in 2008, where I was active in the Women’s Law Journal and community-based
2 legal clinics. I have been practicing since 2008 and am billed at \$715 per hour.

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

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

13 20. Furthermore, Class Counsel’s rates in calculating the lodestar are the same rates
14 charged to non-contingent hourly clients and thus necessarily reflect the current market value of
15 counsel’s legal services.²

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

18 22. Finally, Class Counsel’s rates are in line with the 2022-2023 Laffey Matrix, which
19 is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under
20 the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as
21 Mr. Kingsley, is \$997 and a reasonable rate for an attorney with 15 years of experience, such as
22 Ms. Szamet, is \$829. Attached hereto as Exhibit 2 is a true and correct copy of the 2022-2023
23 Adjusted Laffey Matrix.

24 ///

25
26
27 ² The Court should also note that other California courts approved many of these same rates over
28 15 years 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].)

23. Kingsley & Kingsley's attorneys' fees to date 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	10.40	\$990.00	\$10,296
Kelsey M. Szamet	77.6	\$715.00	\$55,484
KINGSLEY TOTAL ATTORNEYS' FEES	88		\$65,780

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

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

- 1 p. drafting and editing all documents for Preliminary Approval;
2 q. coordinating and overseeing all aspects of the administration of the Settlement
3 (review documentation, approve form and content, etc.); and multiple
4 communications with defense counsel.

5 25. Based on the aggregate lodestar, Class Counsel's current multiplier is 1.64.

6 26. I believe the request for attorneys' fees in the amount of \$108,333.33 is fair and
7 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the
8 exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and
9 experience led to an outstanding settlement.

10 **REASONABLENESS OF REQUESTED LITIGATION COSTS**

11 27. In accordance with the Settlement, Class Counsel can request a cost award of up to
12 \$10,000.00. To-date, Class Counsel has incurred \$5,619.27 in costs. Class Counsel anticipates
13 incurring an additional \$600-800.00 in costs to file, serve, and copy this supplemental filing; file,
14 serve, and copy of the final approval motion; to prepare for and attend the final approval hearing;
15 and for future copy charges; however, Class Counsel does not anticipate requesting \$10,000.00 in
16 costs at final approval. Class Counsel anticipates requesting actual costs at the time of final
17 approval.

18 28. Class Counsel believes that all of the requested costs are reasonable in amount and
19 were necessarily incurred to-date by Class Counsel in prosecuting this litigation.

20 29. Expenses in this matter to date include costs for filing fees, legal research,
21 mediation, employment of a database expert to synthesize the tens of thousands of lines of payroll
22 and timekeeping data produced by Defendant to assist with preparation of Plaintiff's damage
23 model, and additional costs for the prosecution of this case evidenced in the costs spreadsheet
24 attached to this supplemental Declaration as Exhibit "3". All of these costs have been incurred in
25 the course of this litigation to-date, and all costs advanced have already been paid by Class
26 Counsel.

27 30. Accordingly, the requested reimbursement of the reasonable out-of-pocket
28 expenses advanced and/or incurred is appropriate and justified as part of the overall settlement

1 and the Court should preliminarily approve the request for reimbursement in the amount of
2 \$10,000.00 with the understanding that Class Counsel will request actual costs at the time of
3 final approval and provide our current cost report at that time.

4 **PLAINTIFF'S PERFORMED WORK**

5 31. As indicated in the Court's TR, I believe that the \$5,000 request for Mr. Harper is
6 fair and reasonable and is supported by his declaration.

7 **QUALIFICATIONS OF ILYM GROUP, INC. AND REASONABLENESS OF**
8 **REQUESTED ADMINISTRATION FEES**

9 32. The qualifications of ILYM, Group are detailed in the concurrently filed
10 Declaration of Lisa Mullins of ILYM Group, Inc., regarding administration fees.

11 33. I believe the administration fee requested is reasonable. Before selecting ILYM
12 Group, Inc. to handle the settlement administration, I secured a bid. ILYM Group has performed
13 all of the services in the bid and their current fee request matches the amount originally in the bid.
14 The bid is attached hereto as Exhibit "4".

15 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

16 34. As indicated on the Proof of Service, this supplemental declaration, all concurrently
17 filed supporting documents, was uploaded to the Labor and Workforce Development Agency's
18 ("LWDA") website on the date these supplemental documents were filed. Proof of submission of
19 this supplemental declaration, all related documents, and copy of the email from the LWDA
20 confirming receipt is attached hereto as Exhibit "5".

21 **EXHIBITS**

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

24 36. Attached hereto as Exhibit "2" is a true and correct copy of the 2022-2023 Adjusted
25 Laffey Matrix.

26 37. Attached hereto as Exhibit "3" is a true and correct copy of Kingsley & Kingsley's
27 cost ledger reflecting costs incurred in this matter to-date.

28 38. Attached hereto as Exhibit "4" is a true and correct copy of ILYM Group's bid.

39. Attached hereto as Exhibit “5” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 34 above.

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

This Declaration was executed this 5th day of May, 2023, in Altadena, California.

Kelsey M. Szamet

EXHIBIT "1"

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.

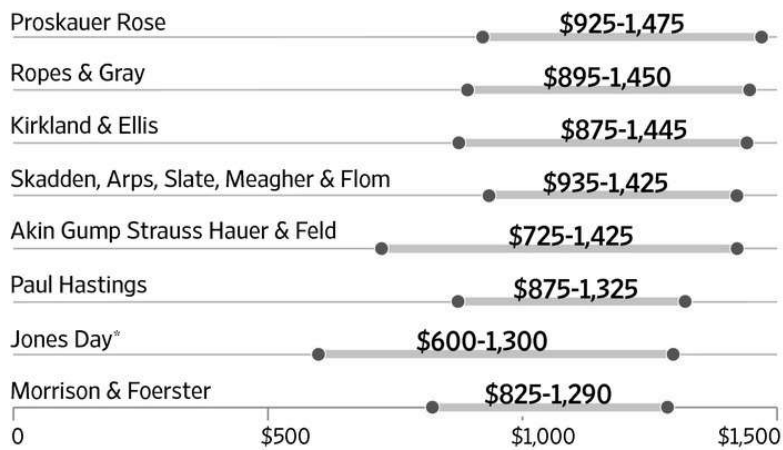
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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 "2"

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 +
6/01/22- 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

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT "3"



San Mar Properties adv. Harper, Shelton

Shelton Harper

Historic Cost

			\$5,619.27
Filing Fee			\$75.00
Created: 12/2/2021 at 9:32 AM			
Trialworks TaskCode Filing Fee Date Incurred 12/2/2021	Payee LWDA Description State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation San Mar	Docs  State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation San MAR.pdf	
Postage Cost			\$7.33
Created: 12/2/2021 at 9:55 AM			
Trialworks TaskCode Postage Cost	Date Incurred 12/2/2021		
Created: 12/2/2021 at 9:55 AM			\$0.40
Trialworks TaskCode Copies	Date Incurred 12/2/2021	Payee Paper Cut	
Filing Fee			\$1,493.55
Created: 12/16/2021 at 1:36 PM			
Trialworks TaskCode Filing Fee Date Incurred 12/3/2021	Payee One Legal Description OLINV#03702125 SMP 12.3.21	Docs  OLINV#03702125 SMP 12.3.21.pdf	
Court Cost			\$160.48
Created: 12/28/2021 at 8:35 AM			
Trialworks TaskCode Costs Date Incurred 12/16/2021	Payee OnCall Description OCINV#241806 SM 12.16.21	Docs  OCINV#241806 SM 12.16.21.pdf	
Filing Fee			\$18.12
Created: 12/28/2021 at 4:18 PM			
Trialworks TaskCode Filing Fee Date Incurred 12/17/2021	Payee One Legal Description OLINV#03733325 SM 12.17.21	Docs  OLINV#03733325 SM 12.17.21.pdf	
Filing Fee			\$39.38
Created: 12/29/2021 at 10:16 AM			
Trialworks TaskCode Filing Fee	Date Incurred 12/23/2021	Payee One Legal	

Description OLINV#03746960 SM 12.23.21	Docs  OLINV#03746960 SM 12.23.21.pdf
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Postage Cost

\$0.53

Created: 12/27/2021 at 12:03 PM

Trialworks TaskCode Postage	Date Incurred 12/27/2021
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\$0.50

Created: 12/27/2021 at 12:04 PM

Trialworks TaskCode Copies	Date Incurred 12/27/2021	Payee Papercut
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Filing Fee

\$18.12

Created: 12/29/2021 at 10:24 AM

Trialworks TaskCode Filing Fee	Payee One Legal	Docs  OLINV#03748618 SM 12.27.21.pdf
Date Incurred 12/27/2021	Description OLINV#03748618 SM 12.27.21	

Filing Fee

\$39.89

Created: 1/6/2022 at 11:34 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#03757171 SM 12.30.21.pdf
Date Incurred 12/30/2021	Description OLINV#03757171 SM 12.30.21	

Filing Fee

\$19.15

Created: 2/17/2022 at 9:03 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#03840077 SM 2.7.22.pdf
Date Incurred 2/7/2022	Description OLINV#03840077 SM 2.7.22	

Filing Fee

\$47.87

Created: 2/17/2022 at 1:48 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#03842199 SM 2.7.22.pdf
Date Incurred 2/7/2022	Description OLINV#03842199 SM 2.7.22	

Filing Fee

\$22.24

Created: 3/10/2022 at 2:54 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#03889745 SMP 3.1.22.pdf
Date Incurred 3/1/2022	Description OLINV#03889745 SMP 3.1.22	

Filing Fee

\$40.41

Created: 3/11/2022 at 10:09 AM

Trialworks TaskCode

filing fee

Date Incurred

3/1/2022

Payee

One Legal

Description

OLINV#03893030 SMP 3.1.22

Docs

 OLINV#03893030 SMP 3.1.22.pdf

Court Cost

\$94.00

Created: 4/6/2022 at 11:26 AM

Trialworks TaskCode

costs

Date Incurred

3/16/2022

Payee

Courtcall

Description

Courtcall

Notes

HD: 3/22/22

Postage Cost

\$5.80

Created: 4/15/2022 at 10:14 AM

Trialworks TaskCode

Postage Cost

Date Incurred

4/15/2022

Payee

DocuSign

Research Cost

\$550.00

Created: 5/27/2022 at 8:07 AM

Trialworks TaskCode

costs

Date Incurred

5/25/2022

Payee

Berger Consulting

Description

Harper v San Mar Properties _ Berger Invoice 5-25-2022 paid

Notes

INV#6205

Docs

 Harper v San Mar Properties _ Berger Invoice 5-25-2022 paid.pdf

Mediation Cost

\$2,400.00

Created: 6/1/2022 at 3:16 PM

Trialworks TaskCode

costs

Date Incurred

6/1/2022

Payee

Judge Patrick O'Hara

Description

Inv3496_fromJudge_Patrick O'Hara 5.24.22 - San Mar Mediation

Docs

 Inv3496_fromJudge_Patrick OHara 5.24.22 - San Mar Mediation(1).pdf

Filing Fee

\$23.78

Created: 7/7/2022 at 9:13 AM

Trialworks TaskCode

filing fee

Date Incurred

6/27/2022

Payee

One Legal

Description

OLINV#04174776 SM 6.27.22

Docs

 OLINV#04174776 SM 6.27.22.pdf

Filing Fee

\$42.47

Created: 7/20/2022 at 11:56 AM

Trialworks TaskCode

filing fee

Date Incurred

6/29/2022

Payee

One Legal

Description

OLINV#04182535 SM 6.29.22

Docs

 OLINV#04182535 SM 6.29.22.pdf

Postage Cost

\$5.80

Created: 10/11/2022 at 6:08 PM

Trialworks TaskCode

Postage Cost

Date Incurred

9/21/2022

Payee

DocuSign

Filing Fee

\$23.78

Created: 11/8/2022 at 1:13 PM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04495859 SM 11.1.22.pdf

Date Incurred

11/1/2022

Description

OLINV#04495859 SM 11.1.22

Filing Fee

\$42.47

Created: 11/9/2022 at 8:41 AM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04508752 SM 11.4.22.pdf

Date Incurred

11/4/2022

Description

OLINV#04508752 SM 11.4.22

Filing Fee

\$23.22

Created: 2/15/2023 at 12:52 PM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04705893 SM 1.27.23.pdf

Date Incurred

1/27/2023

Description

OLINV#04705893 SM 1.27.23



San Mar Properties adv. Harper, Shelton

Shelton Harper • 559-371-6140 • mylifemyentertainment37@gmail.com

Historic Cost

\$5,619.27

Filing Fee

\$42.47

Created: 2/17/2023 at 11:59 AM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04720475 SM 2.1.23.pdf

Date Incurred

2/1/2023

Description

OLINV#04720475 SM 2.1.23

Filing Fee

\$23.22

Created: 3/2/2023 at 11:37 AM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04781948 SM 2.27.23.pdf

Date Incurred

2/27/2023

Description

OLINV#04781948 SM 2.27.23

Filing Fee

\$41.95

Created: 3/2/2023 at 1:45 PM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04789350 SM 2.28.23.pdf

Date Incurred

2/28/2023

Description

OLINV#04789350 SM 2.28.23

Filing Fee

\$24.24

Created: 3/14/2023 at 4:10 PM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04815033 SM 3.9.23.pdf

Date Incurred

3/9/2023

Description

OLINV#04815033 SM 3.9.23

Filing Fee

\$42.47

Created: 3/23/2023 at 10:18 AM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

 OLINV#04820645 SM 3.10.23.pdf

Date Incurred

3/10/2023

Description

OLINV#04820645 SM 3.10.23

Filing Fee

\$71.29

Created: 4/13/2023 at 12:54 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04862041 SM 3.27.23.pdf
Date Incurred 3/27/2023	Description OLINV#04862041 SM 3.27.23	

Filing Fee

\$85.14

Created: 4/13/2023 at 1:22 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04864310 SM 3.28.23.pdf
Date Incurred 3/28/2023	Description OLINV#04864310 SM 3.28.23	

Filing Fee

\$23.22

Created: 5/4/2023 at 11:05 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04917661 SM 4.18.23.pdf
Date Incurred 4/18/2023	Description OLINV#04917661 SM 4.18.23	

Filing Fee

\$41.96

Created: 5/4/2023 at 12:46 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04920577 SM 4.18.23.pdf
Date Incurred 4/18/2023	Description OLINV#04920577 SM 4.18.23	

Filing Fee

\$23.22

Created: 5/4/2023 at 1:37 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04922470 SM 4.19.23.pdf
Date Incurred 4/19/2023	Description OLINV#04922470 SM 4.19.23	

Postage Cost

\$5.80

Created: 5/3/2023 at 2:35 PM

Trialworks TaskCode Postage Cost	Date Incurred 4/26/2023	Payee DocuSign
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EXHIBIT "4"

Case Name: San Mar

Requesting Attorneys Name:	Kelsey Szamet
E-Mail	Kelsey@kingsleykingsley.com
ILYM Contact	Jonathan Paul
E-Mail	Jonathan@ilymgroup.com
Contact Number	310.948.7117

ESTIMATE FOR ADMINISTRATION SOLUTIONS

Opt-Out

ASSUMPTIONS	
Total Number of Class Members	198
Estimated Percentage of Undeliverable Mail	20%
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$800.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Opt-Outs	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	5	\$350.00
NCOA	Flat Fee	\$250.00	1	\$250.00
Toll-Free Customer Support	Flat Fee	\$250.00	1	\$250.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Fee	\$500.00	1	Waived

Subtotal \$2,410.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING

Fulfillment of Notices	Per Piece	\$3.00	198	\$594.00
USPS First Class 1oz Postage	Per Piece	\$0.55	198	\$108.90
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$10.00	40	\$396.00
Storage, Photocopies, Deliveries	Flat Fee	\$306.20	1	\$306.20

Subtotal \$1,405.10

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)

Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Print & Mail (Including W2/1099 Stub & Release)**	\$2.00	\$1.00	198	\$198.00
USPS First Class 1oz Postage	Per Piece	\$0.55	198	\$108.90
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$5.00	40	\$198.00
Preparation of Taxes*	Hourly	\$120.00	7	\$840.00
Annual Filing of Tax Return*	Per Year	\$750.00	1	\$750.00

**Additional Bank fees may apply

*Additional Taxes may apply if the 2nd check mailing occurs in a separate calendar year as the initial check mailing

Subtotal \$3,194.90

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$690.00

Total Case Estimate - Not to Exceed: \$8,500.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT "5"

(Proof of Submission to the 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 May 5, 2023, I served all interested parties in this action the following documents described as:
SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMETIN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SUTTON HAGUE LAW CORPORATION, P.C.

S. Brett Sutton

brett@suttonhague.com

Jared Hague

jared@suttonhague.com

Jonathan W. Black

jonathan@suttonhague.com

Brady Briggs

brady@suttonhague.com

5200 N. palm Ave., Ste 203

Fresno, CA 93704

ABRAMSON LABOR GROUP

William Zev Abramson

Wza@abramsonlabor.com

3580 Wilshire Blvd., Ste 1260

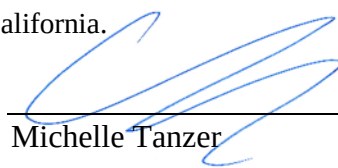
Los Angeles, CA 90010-2513

[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 May 5, 2023, at Woodland Hills, California.


Michelle Tanzer