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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

MAYRA MORALES, an individual, on behalf
of herself and others similarly situated,

PLAINTIFF,

v.

EUROSTAMPA CALIFORNIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CV000095

[Case Assigned for All Purposes to Hon.
Cynthia P. Smith in Dept. A]

**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 Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of Mayra
Morales and Makenna Snow of ILYM Group,
Inc., Proposed Order, and Judgment]*

Date: June 6, 2023

Time: 8:30 AM

Dept.: A

Complaint Filed: January 27, 2022

FAC Filed: April 4, 2022

Trial Date: None Set

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

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

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

5. On January 27, 2022, Plaintiff Mayra Morales filed a Complaint against Defendant in the Superior Court of the State of California, County of Napa, Case No. 22CV000095.

6. On April 4, 2022, Plaintiff filed a First Amended Complaint. In the First Amended Complaint, Plaintiff alleges the following claims against Defendant: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7; (4) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (5) Violation of Labor Code § 226(a); (6) Penalties Pursuant to Labor Code § 203; (7) Violation of Business & Professions Code § 17200; and (9) Violation of the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698, et seq.)

1 **THE DISCOVERY PROCESS**

2 7. After the matter was at issue, the Parties engaged in extensive informal discovery,
3 which included the Class Representative's records and a sample of time and pay records for the
4 Class Members working for Defendant during the liability period. Careful review and analysis of
5 these records and sample data allowed Class Counsel to properly assess the claims in this lawsuit
6 and ultimately reach settlement, which Class Counsel believes is adequate, fair, and reasonable,
7 and is appropriate for approval by the Court.

8 8. Defendant denies any liability or wrongdoing of any kind associated with the claims
9 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
10 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or
11 representative action treatment. Defendant contends, among other things, that, at all times, it has
12 complied with the California Labor Code, and the Industrial Wage Commission Orders.

13 9. Based on their own independent investigation and evaluation, Class Counsel is of
14 the opinion that the Settlement Agreement with Defendant is fair, reasonable and adequate, and in
15 the best interest of the settlement classes in light of all known facts and circumstances, including
16 the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
17 representative action trial on the merits, and numerous potential appellate issues. Although
18 Defendant denies any liability, Defendant is agreeing to this Settlement Agreement solely to avoid
19 the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever
20 settle, compromise and discharge all disputes and claims arising from or relating to the Action on
21 the terms set forth here.

22 **PRELIMINARY APPROVAL**

23 10. On January 11, 2023, the Court issued an Order preliminarily approving the
24 settlement in this case, approving the proposed Class Notice, ordering that the Settlement
25 Administrator send notice to the Class, and setting a date for the Final Approval and Fairness
26 Hearing.

27 **SETTLEMENT**

11. For purposes of settlement, the settlement class is defined as: “all non-exempt employees who are employed or have been employed by Defendant in the State of California who worked one or more pay periods from August 2, 2017 to December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.”

12. The Class Period is August 2, 2017 through December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.

13. Based on documents and other information produced by Defendant, there are approximately 76 Class Members and 6,075 workweeks in the Class Period.

14. For purposes of settlement, the PAGA group is defined as: “all non-exempt employees who are employed or have been employed by Defendant in the State of California who worked one or more pay periods from February 1, 2021 to December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.”

15. The PAGA Period is February 1, 2021 through December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.

16. Based on documents and other information produced by Defendant, there are approximately 40 PAGA Group Members and 1,083 pay periods in the PAGA Period.

17. As detailed fully in the Settlement Agreement, the Settlement provides for Defendant to pay a Gross Fund Value of \$155,000.00, which includes the sum of the Individual Settlement Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

18. The Net Settlement Amount is the Gross Fund Value, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Fund Value:	\$	155,000.00
Less Class Representative Enhancement:	\$	5,000.00
Less Class Counsel’s Fees (1/3):	\$	51,666.67
Less Class Counsels’ Costs:	\$	4,000.00
Claims Administration:	\$	12,000.00
Less PAGA Payment:	\$	10,000.00
		<i>(\$7,500.00 to the LWDA; \$2,500.00 to remain in the Net Settlement Amount)</i>

1 Less Settlement Administrator Costs: \$ 12,000.00

2 **Net Settlement Amount:** \$ 74,833.33

3 **CLASS NOTICE**

4 19. The Court approved the proposed Class Notice and directed the mailing of the
5 Notice by first-class mail to Settlement Class Members in accordance with the proposed
6 implementation schedule.

7 **THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

8 20. All settlement discussions were made by experienced and informed counsel, who
9 believe that this settlement represents a favorable resolution for the Settlement Class Members.

10 21. The settlement negotiations have been, at all times, adversarial and non-collusive,
11 and no self-dealing or other type of misconduct by either side has taken place.

12 22. Defendant produced additional data and documents informally for purposes of
13 settlement. This included time and pay records for the Class Members working for Defendant
14 during the liability period.

15 23. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the
16 exposure and risks associated with each claim alleged in the lawsuit.

17 24. Third, Class Counsel have significant experience in cases of this type, including
18 several years prosecuting wage, hour, and working condition violations.

19 25. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the
20 best interests of the class and that the average recovery for each Settlement Class Member of over
21 \$850.00.00 is substantial, given the risks inherent in litigation and the defenses asserted.

22 **CLASS COUNSEL'S KULLAR ANALYSIS**

23 26. The proposed settlement satisfies each of these factors.

24 27. Class Counsel conducted extensive informal discovery before entering into
25 meaningful settlement negotiations in this matter.

26 28. This discovery permitted Class Counsel to fairly evaluate the strength of the case
27 and the risks associated with ongoing litigation.

28 29. Class Counsel is experienced in handling wage and hour class actions and, after

weighing all of the following factors, supports this Settlement Agreement.

The Risks Associated with the Wages/Overtime Claim

30. Plaintiff contends that Defendant maintained an unlawful policy of automatically deducting (“auto-deduct”) for meal periods regardless of whether Defendant actually provided the opportunity to take a compliant meal period.

31. This auto-deduct policy resulted in the unlawful withholding of wages and/or overtime for time actually worked.

32. Defendant has argued that despite the auto-deduct policy, employees were actually provided meal periods.

33. If true, the auto-deduct wage claim is worth nothing.

The Risks Associated with the Meal Period Claim

34. Plaintiff and the Class Members consistently worked shifts over five (5) hours. Plaintiff contends that Defendant failed to provide Plaintiff and the Class Members with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

35. Indeed, due to the hectic nature of their job, Plaintiff was rarely able to ever take a meal break. Because Plaintiff and Class Members were required to communicate with and assist customers, answer calls, and schedule appointments for customers throughout their shifts, they had no time to take lawful uninterrupted meal periods if they were to complete their required assignments.

36. Plaintiff and Class Members were routinely discouraged and prevented from taking uninterrupted meal periods in order to complete their assignments to meet the high customer demand and workload and avoid the imposition of potential disciplinary measures.

37. Further, for one year of the Class Period, Defendant violated California’s meal period laws by automatically recording in every employee’s payroll records that a meal break was taken and deducting one half-hour of time from each such employee’s hours worked for a meal break taken, whether a meal break was provided or not. Defendant’s “auto-deduct” policy was unlawful and did not account for whether the meal periods were actually provided, whether

1 Plaintiff and the Class Members were able to take their meal periods at all, whether they were able
2 to take timely meal periods, whether they took meal periods of less than sixty (60) minutes, and/or
3 whether they were free from interruption for the full thirty (30) minutes.

4 38. Defendant also violated California's meal period laws by not paying Plaintiff and
5 aggrieved employees an extra hour of wages for each missed or improper meal period.

6 39. Defendant argued that the employees did receive their meal periods and presented
7 evidence that other employees would testify to that fact.

8 40. Additionally, Defendant maintained valid meal and rest period policies.

9 41. This presented a risk on the meal period claim that Plaintiff considered when
10 evaluating this settlement.

11 **The Risks Associated with the Rest Period Claim**

12 42. Plaintiff and the Class Members consistently worked shifts of 6+ hours and were
13 not authorized or permitted to take second or third rest breaks.

14 43. Defendant again raised the defense that employees received their rest breaks and
15 presented evidence that employees would testify as such.

16 44. Given that the rest period policy was accurate, Plaintiff considered this a viable
17 risk.

18 **The Risks Associated with the Reimbursement Claim**

19 45. Plaintiff contends that Defendant has failed to reimburse her and the Class
20 Members for business-related expenses, including for use of their cell phone in executing
21 Plaintiff and Class Members' duties under Defendant's employ. Plaintiff and Class Members
22 used their cell phones daily to communicate with their supervisors about their job assignments
23 and work schedules.

24 46. At minimum, they should be reimbursed for a proportion of their cell phone bills.

25 47. One risk that Plaintiff considered was the fact that not all Class Members used
26 their cell phones for every pay period.

27 48. This raised certification issues and meant that the damages were relatively small.

28 **The Risks Associated with the Wage Statement Claims**

49. As this is a derivative claim, the same risks present for the above claims were present for this claim.

The Risks Associated with the Waiting Time Penalties Claim

50. Plaintiff contends that Defendant failed to properly pay overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week.

51. The risk analysis for the section 203 claim flows from the risk analysis for the underlying wage claim discussed above.

52. If Defendant could prove, as it contends, that class members were properly classified and paid for all hours worked, there would be no recovery of wages and no waiting time penalties that flow therefrom.

53. Plaintiff also alleged that Defendant owes waiting time penalties by not paying former alleged employees all wages owed and all premium payments for non-compliant meal or rest periods. Labor Code § 226.7.

54. Pursuant to *Murphy v. Kenneth Cole Productions, Inc.* (2002) 40 Cal.4th 1094, 1120, Plaintiff contended that break premium payments constitute “wages” under Labor Code § 203. (“We hold that section 226.7’s plain language, the administrative and legislative history, and the compensatory purpose of the remedy compel the conclusion that the ‘additional hour of pay’ is a premium wage, not a penalty”).

55. Further, to establish liability for waiting time penalties, Plaintiff would have to establish not only that the underlying violations occurred, but also that Defendant’s conduct was “willful.” Labor Code § 203.

56. Plaintiff factored in the risk of establishing that any violation was “willful” and the fact that this claim is derivative.

The Risks Associated with the PAGA Claim

57. The Parties discounted the PAGA claim for multiple reasons.

58. First, the aggrieved employees’ PAGA claims are derivative of all the foregoing class claims.

59. Second, a court has discretion to award less than the maximum penalty.

1 60. Finally, the settlement class is compensated for these violations in the proposed
2 Settlement Agreement, and thus any PAGA recovery for these same violations would be
3 duplicative.

4 61. As such, the Settlement Agreement's contemplated PAGA payment of \$10,000.00
5 is appropriate.

6 **The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

7 62. There is significant expense associated with the class certification process, which
8 the Parties can avoid by entering into the contemplated Settlement Agreement now.

9 63. If the Court did eventually certify class, trial of a case involving approximately 76
10 Class Members would require the retention of expensive expert witnesses, the accrual of extensive
11 litigation costs, and a significant time overlay by the parties.

12 64. Moreover, given the complexity and unsettled nature of the issues in this case it is
13 likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal
14 would result in further delay for the Class Members who are waiting for a resolution in this matter.

15 **The Risk of Maintaining Class Action Status Through Trial**

16 65. This case has not been certified to be tried as a class action. While Plaintiff believes
17 there is strong evidence to support certification of several possible subclasses, certification is
18 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is
19 always a possibility. In attempting to certify a class, the parties would need to conduct multiple
20 depositions, including of the Class Representative and of several person(s) most knowledgeable
21 regarding Defendant's policies. There is a risk for both sides as to what these depositions will
22 reveal and whether they will support class certification to the extent expected.

23 **The Amount Offered in Settlement**

24 66. It was very difficult for the Parties to reach this Settlement of \$155,000.00.

25 67. This Settlement is the result of adversarial, non-collusive, and arms-length
26 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
27 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
28 likely to be awarded to the class were the trier of fact to find Defendant liable.

1 68. Plaintiff assessed full value of the Wage/Overtime claim, without any discount, at
2 approximately \$43,761.87.

3 69. This calculation assumed that Class Members had a thirty minute meal period
4 deducted from their pay 4.5 days per week for one year of the Class Period.

5 70. Plaintiff used an hourly average rate of \$24.84.

6 71. The full value of the Meal Period claim, without any discount, was approximately
7 \$135,924.48.

8 72. Plaintiff assumed one missed meal period per week.

9 73. For the reasons above, Plaintiff determined that accepting a discount of the full
10 amount was appropriate.

11 74. The full value of the Rest Period claim, without any discount, was approximately
12 \$135,924.48.

13 75. Plaintiff assumed one missed rest period per week.

14 76. For the reasons above, Plaintiff determined that accepting a discount of the full
15 amount was appropriate.

16 77. With regard to the Reimbursement Claim analysis, Plaintiff believed that it was
17 reasonable to value the potential reimbursement at approximately \$25 per month (approximately
18 \$6.25 per week, per employee, for reimbursement of personal cell phone usage.

19 78. This brought the damages for this claim to \$34,000.00.

20 79. Plaintiff valued the Wage Statement Claim, without discount, at \$76,300.00.

21 80. Plaintiff used \$100 for each wage statement issued.

22 81. This figure is overstated because Labor Code §226(e)(1) uses \$50 for the initial
23 pay period (not \$100) and puts a \$4,000 cap on wage statement penalties per employee.

24 82. Due to the risk discussed above, Plaintiff determined that a steep discount of this
25 claim was fair for settlement purposes.

26 83. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim, at
27 \$283,464.00.

28 84. Considering the derivate nature of Labor Code §203 and the dispute over whether

1 class members were owed any wages, Plaintiff determined that accepting a discount on this claim
2 was appropriate.

3 85. Finally, Plaintiff calculated the value of the PAGA claim at \$78,300 for Class
4 Members (using \$100 per pay period).

5 86. The main risk taken into account with PAGA is the discretionary nature of the
6 penalty award.

7 87. A judge can award the statutory maximum of \$100 for the initial violation and
8 \$200 thereafter or – in theory – one cent per wage statement.

9 88. While there is a dearth of available authority, in Plaintiff's view, were she to
10 succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also
11 award a large amount of penalties of top of any damages recovered.

12 89. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
13 Class Members' claims was approximately \$742,674.83.

14 90. However, as a result of the forgoing risks on the merits, Class Counsel believes the
15 Gross Fund Value of \$155,000.00 is fair and reasonable.

16 **The Extent of Discovery Completed and Stage of the Proceedings**

17 91. As outlined above, Class Counsel conducted a thorough investigation into the facts
18 of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and
19 possessed sufficient information to make an informed judgement regarding the likelihood of
20 success on the merits and the results that could be obtained through further litigation.

21 **ATTORNEY COMPETENCE**

22 92. Kingsley & Kingsley is experienced in prosecuting employment litigation, and
23 since 2000 we have focused a substantial percentage of our practice on complex wage, hour, and
24 working condition violations. My firm is extremely well-versed in class action litigation and has
25 diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class
26 counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California.
27 Below is a small but representative sampling of wage and hour class cases handled by my firm:

28 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. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount of \$475,000 and the court approved the attorneys' fee request of 30%.

c. *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%.

d. *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%.

e. *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%.

f. *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%.

g. *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 of 33.3%.

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

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January

2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.

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

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

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

m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

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

a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).

b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,

1 filed February 3, 2014) (court granted contested class certification and appointed
2 Kingsley & Kingsley co-class counsel).

3 c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
4 filed January 27, 2015) (court granted contested class certification and appointed
5 Kingsley & Kingsley class counsel).

6 d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214).
7 contested class certification granted in June 2020.

8 e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
9 (BCV-16-102833), contested class certification granted in 2018.

10 f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
11 contested class certification granted in June 2020.

12 g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
13 contested class certification granted in August 2020.

14 94. After factoring in the risks explained above, Class Counsel believes that the
15 proposed settlement is fair and reasonable.

16 **The Prescence of a Governmental Participant**

17 95. There is no governmental participant in this action.

18 **The Proposed Plan of Allocation is Fair and Reasonable**

19 96. This allocation distributes Settlement funds proportionally to each class member's
20 damages, and should therefore be approved as fair, adequate, and reasonable.

21 **ATTORNEYS' FEE AWARD**

22 97. As detailed fully in the Settlement Agreement and set forth above, the Settlement
23 Agreement provides for Defendant to create a Gross Fund Value of \$155,000.00. From that fund,
24 Plaintiff requests an award of attorneys' fees in the amount of \$51,666.67, or 1/3 of the Gross Fund
25 Value created on behalf of members of the Class.

26 98. In addition to the complexity of this case, Class Counsel has borne the entire risk
27 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
28 basis. Through the investment of substantial effort and resources, Class Counsel has secured an

1 outstanding Settlement of behalf of the Settlement Class Members. Defendant vigorously
2 contested liability, the amount of claimed damages, and the propriety of class certification. It is
3 this kind of situation, involving complex issues, that has been recognized as justifying a substantial
4 attorney fee award.

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

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

27 101. Additionally, there are cases where Class Counsel takes on the extreme risk of
28 attempting to certify a class case, often times turning down class or individual settlement offers

1 that Class Counsel feels are not in the best interest of the class, only to lose class certification and
2 the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services,*
3 *Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
4 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

5 102. When Class Counsel's motions for class certification are denied, Class Counsel
6 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
7 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
8 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
9 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

- 17 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
18 pharmaceutical sales representatives are exempt employees affirmed);
- 19 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
20 court ruling in employer's favor that certain employees can share in mandatory tip
21 pool affirmed);
- 22 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
23 ruling in employer's favor that certain employees can share in mandatory tip pool
24 affirmed);
- 25 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
26 employer's favor approving employer's commission pay plan affirmed) ;
- 27 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
28 (2012) (lower court ruling that pharmaceutical sales representatives are exempt

employees affirmed);

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

104. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four

1 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located
2 in Orange County, Los Angeles County, San Francisco County, and San Diego County. This
3 survey is attached hereto as Exhibit 2.

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

9 **CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

10 106. Class Counsel's aggregate lodestar amounts to \$38,769.00 (with future hours)¹,
11 which represents 50.5 hours of attorney work on this litigation incurred from its inception through
12 the end of the case.

13 107. As such, Class Counsel is asking for a multiplier of 1.33.

14 108. The amount of time spent on this case (50.5 hours), which culminated in a very
15 favorable proposed Settlement for the Settlement Class Members, is reasonable given the
16 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
17 the litigation, and the exceptional results obtained.

18 109. Class Counsel litigated this action with great efficiency in light of the amount of
19 work required to achieve the Settlement.

20 110. The requested hourly rates in this case range from \$625.00 per hour to \$990.00.

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

23 112. Mr. Kingsley is a 20+ year attorney with expertise in wage and hour class action
24 lawsuits.

25 113. He has litigated several hundred such cases, including at the appellate level at the
26

27 ¹ Class Counsel will certainly continue to spend time working on this matter for tasks such as
28 preparing for and attending the final approval hearing, overseeing the administration process,
and communicating with Settlement Class Members.

1 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
2 Appeal.

3 114. He is also a prolific speaker at various seminars on employment law and has
4 contributed to legal publications on employment topics.

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

9 116. My office billed for the following attorneys for work performed on this case: Eric
10 Kingsley, Ari J. Stiller, and me.

11 117. I am a partner at Kingsley & Kingsley, APC, has a billing rate of \$650 per hour. I
12 am an honors graduate of Florida State University, and received my JD from University of
13 California Davis School of Law in 2008, where I was an editor of the Environmental Law Journal
14 and a board member of the King Hall Negotiations Team.

15 118. Ari J. Stiller, a senior associate at Kingsley & Kingsley, APC, has a billing rate of
16 \$625 per hour. Mr. Stiller is a 9-year attorney whose practice focuses on employment litigation,
17 including wage and hour class actions, discrimination, harassment, and wrongful termination
18 claims. Mr. Stiller graduated Phi Beta Kappa with a B.A. from Colorado College in 2006 and
19 received his J.D. from University of Colorado School of Law in 2013, where he was an associate
20 editor of the law review and president of his class. Mr. Stiller formerly practiced on the motions
21 and appeals team at a prominent Los Angeles law firm and served as a judicial fellow to Judge
22 Paul Watford in the U.S. Court of Appeals for the Ninth Circuit.

23 119. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
24 *New Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two
25 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an
26 hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that
27 “despite low inflation and weak demand for legal services, rates at large corporate law firms have
28 risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average

highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit 3.

120. Class Counsel’s charged rate are commensurate with the prevailing market rates in Los Angeles County for attorneys of comparable experience and skill handling complex litigation.

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

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

123. Finally, Class Counsel’s rates are in line with the adjusted 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 \$997, a reasonable rate for an attorney with 14 years of experience, such as Ms. Szamet and Ms. Ly, is \$829, a reasonable rate for an attorney with 9 years of experience, such as Mr. Stiller, is \$733, A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

124. 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	10.3	\$990.00	\$10,197.00
Liane Katzenstein Ly	38.3	\$715.00	\$27,384.50
Ari J. Stiller	1.9	\$625.00	\$1,187.50
KINGSLEY TOTAL			
ATTORNEYS’ FEES	50.5		\$38,769.00²

125. Kingsley & Kingsley, APC has spent significant time extensively investigating,

² The Total Attorneys’ Fees includes Class Counsel anticipated 10 hours of future time to handle the final approval hearing in un and to oversee the administration process.

researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Class Representative;
- 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. preparing for and attending mediation;
- m. discussing issues related to damage model calculations;
- n. preparing and analyzing damage models;
- o. negotiating the terms of the settlement;
- p. reviewing and making changes to the Settlement Agreement;
- q. drafting and editing all documents for Preliminary and Final Approval;
- r. monitoring Notice and settlement administration procedures;
- s. coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

126. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 1.33.

127. I believe the request for attorneys' fees in the amount of \$51,666.67 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the

1 exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and
2 experience led to an outstanding settlement.

3 **FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER**

4 128. This case dealt with difficult legal and factual questions. Significantly, the risk
5 attendant to the underlying claims in this matter was great considering Defendant's defenses. As
6 discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary
7 Approval of Settlement and will be discussed in Plaintiff's forthcoming Motion for Final Approval
8 of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to
9 litigate tenaciously. There are genuine issues in dispute.

10 129. As discussed above, Class Counsel are skilled wage and hour practitioners with
11 decades of experience who diligently prepared and litigated this matter as discussed.

12 130. To achieve the ultimate result in this case, Co-lead Class Counsel had to incur
13 substantial risk and expense, and were precluded from taking other fee generating employment for
14 50.5 hours of attorney time.

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

19 132. Class Counsel believe this is an exceptional result that has been well received by
20 Settlement Class Members.

21 **ATTORNEY COSTS**

22 133. In addition to their request for fees, Class Counsel further request reimbursement
23 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with
24 this litigation, in the amount of \$4,000.00.

25 134. To date, Kingsley and Kingsley has incurred \$3,507.37 in costs.

26 135. Class Counsel anticipates incurring an additional \$600.00 in costs to file, serve, and
27 copy this motion; to prepare for and attend the hearing; and for future copy charges, however,
28 pursuant to the Settlement Agreement, Class Counsel shall not seek an amount in excess of

1 \$4,000.00 for litigation costs.

2 136. As such, Class Counsel is requesting a cost reimbursement of \$4,000.00.

3 137. All of the requested costs are reasonable in amount and were necessarily incurred
4 by Class Counsel in prosecuting this litigation.

5 138. All of these costs have been incurred in the course of this litigation, and all costs
6 advanced have already been paid by Class Counsel.

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

8 139. Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class
9 Representative Mayra Morales for her work on behalf of the Class.

10 140. The time spent by Mayra Morales is significant and includes researching and
11 retaining competent counsel; providing information to Class Counsel regarding the nature of the
12 work at Defendant; compiling relevant documents; working closely with Class Counsel to develop
13 the theories of liability and martial relevant evidence; regularly discussing the status of the case
14 with Class Counsel; discussing the case via telephone with many Class Members; and responding
15 promptly to Class Counsel's communications regarding settlement.

16 141. As set forth in the Settlement Agreement, Plaintiff will also be entering into a
17 general release of liability pursuant to Civil Code Section 1542.

18 142. Class Counsel considers this to be a fair and reasonable enhancement.

19 143. The enhancement takes into consideration the time, effort, and expense incurred by
20 Ms. Morales in coming forward to litigate this matter on behalf of all Settlement Class Members.

21 144. Additionally, the Class Representative was at risk for paying for Defendant's legal
22 fees and costs in the event that Defendant prevailed at trial.

23 145. Plaintiff Morales was also at risk of for paying Defendant's legal fees and costs in
24 the event that Defendant prevailed at trial.

25 146. The Class has benefited from Ms. Morales' action in stepping forward on their
26 behalf to bring this lawsuit.

27 147. Further, The Class Notice disclosed the enhancement award.

28 148. As of today, no Settlement Class Member has objected to the proposed

enhancement.

149. Under the circumstances, a representative payment of \$5,000.00 is justified and the Court should award this payment to Mayra Morales from the Gross Fund Value as provided in the Settlement Agreement.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT

AGENCY

150. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "6".

EXHIBITS

151. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint Stipulation for Settlement of Class and Representative Action that was preliminary approved by this Court on January 11, 2023.

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

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

154. Attached hereto as Exhibit "4" is a true and correct copy of the 2019-2020 Adjusted Laffey Matrix.

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

156. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 150 above.

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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 8th day of May, 2023, in Encino, California.

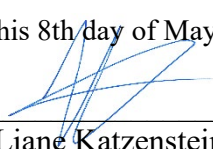
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EXHIBIT "1"

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Attorneys for Defendant
EUROSTAMPA CALIFORNIA LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

MAYRA MORALES, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

v.

EUROSTAMPA CALIFORNIA LLC; and DOES
1 thru 50, inclusive,

Defendants.

Case No. 22CV000095

**STIPULATION FOR SETTLEMENT OF
CLASS AND REPRESENTATIVE
ACTION**

Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue
and recommend in good faith, Plaintiff MAYRA MORALES ("Plaintiff"), individually and on behalf of
all other similarly situated persons and aggrieved employees, on the one hand, and Defendant
EUROSTAMPA CALIFORNIA LLC ("Defendant"), on the other hand (collectively, the "Parties" and

individually, a "Party"), hereby agree to the following binding settlement of the class and representative action designated *Mayra Morales v. Eurostampa California LLC*, (Napa County Superior Court, Case No. 22CV000095) (the "Action"), (the "Settlement," "Settlement Agreement" or "Agreement").

I. Definitions.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "Action."

The case entitled *Mayra Morales v. Eurostampa California LLC*, Napa County Superior Court, Case No. 22CV000095.

b. "Attorneys' Fees and Costs."

The attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court's Order, securing the Court's approval of the Settlement, administering the Settlement, mediation expenses, any expert expenses, and securing entry of judgment in the Action. Class Counsel will request attorneys' fees not to exceed one third (33.3333%) of the Gross Fund Value, which is presently \$155,000 (*i.e.*, no more than \$51,666.67 in attorneys' fees), plus litigation costs incurred not to exceed \$4,000.00. The amount of Attorneys' Fees and Costs awarded are subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for Attorneys' Fees and Costs as set forth above. Such Attorneys' Fees and Costs shall be paid from the Gross Fund Value. Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves less than the amount of Attorneys' Fees and Costs that Class Counsel request, the difference between the requested and awarded amounts will be distributed to Settlement Class Members on a proportional basis relative to the size of their claims. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. No counsel shall be entitled to attorneys' fees or costs for work performed in this Action other than as provided in this Settlement Agreement. The instant Settlement Agreement is the exclusive means for recovery of

attorneys' fees and costs incurred in this Action by any attorney, law firm and/or other legal services provider.

c. "Class Counsel."

KINGSLEY & KINGSLEY, APC, PC shall be appointed Class Counsel upon approval by the Court.

d. "Class List."

A complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty calendar (30) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, most recent mailing address, most recent telephone number, if any, Social Security number, dates of employment (*i.e.*, hire date and termination date, if applicable), number of workweeks that a Class Member worked during the Class Period in California, and any other relevant information needed to calculate settlement payments.

e. "Class Member(s)"

All non-exempt employees who are employed or have been employed by Defendant in the State of California who worked one or more pay periods from August 2, 2017 to December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.

f. "Class Period."

August 2, 2017 to December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.

g. "Class Representative Enhancement Payment."

The amount to be paid to Plaintiff in recognition of her efforts and work in prosecuting the Action on behalf of Class Members and for her general release of claims. Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of Class Representative Enhancement Payment in the amount of \$5,000. Plaintiff will be issued an IRS Form 1099 in connection with her Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payment. The

1 Class Representative Enhancement Payment will be paid from the Gross Fund Value and will be in
2 addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement and is conditioned
3 on the execution of a general release of claims as set forth below. Defendant makes no representations as
4 to the tax treatment or legal effect of the payments called for herein, and Plaintiff is not relying on any
5 statement or representation by Defendant or its counsel in this regard. To the extent that the Court
6 approves less than the amount of Class Representative Enhancement Payment that Plaintiff requests, the
7 difference between the requested and awarded amounts will be distributed to the Settlement Class
8 Members on a proportional basis relative to the size of their claims.

9 **h. "Gross Fund Value."**

10 The sum of no more than a Gross Fund Value of \$155,000 to be paid by Defendant in full
11 satisfaction of all claims arising from the Action. The Gross Fund Value includes all Individual
12 Settlement Payments to Settlement Class Members, the Class Representative Enhancement Payment to
13 Plaintiff, Settlement Administration Costs to the Settlement Administrator, the PAGA Fund (payment to
14 the Labor and Workforce Development Agency Payment ("LWDA") and the PAGA Settlement Fund),
15 and the Attorneys' Fees and Costs. Defendant will be responsible for any employer-side payroll taxes
16 required by law, separate and in addition to the Gross Fund Value, including the employer FICA, FUTA,
17 and SDI contributions on the wage portion of the Individual Settlement Payments. Defendant shall not
18 be responsible for any other payments.

19 **i. "Defendant's Counsel"**

20 Andrew M. McNaught and Robin E. Devaux of Seyfarth Shaw LLP.

21 **j. "Effective Date."**

22 The date upon which both of the following have occurred: (i) final approval of the settlement is
23 granted by the Court and (ii) the Court's Judgment approving the settlement becomes Final. Final shall
24 mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on
25 appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review
26 with the California Supreme Court or other court in California assuming jurisdiction of this matter, or,
27 (ii) if a petition for review filed, the date of denial of the petition, or the date the Court's Judgment is
28 affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing

1 or noticing any appeal of the Court's Judgment. If a timely objection to settlement is filed (including an
2 objection from the LWDA), "Effective Date" shall be the later of: (a) the date on which the time for all
3 appeals relating to objections to Settlement and the Final Approval Order has expired; or (b) if an
4 appeal, review or writ is sought, the date on which the highest reviewing court renders its decision
5 denying any petition (where the immediately lower court affirmed the judgment) or affirming the
6 judgment. Provided, however, if the LWDA has commenced an investigation or issued a Citation prior
7 to the Effective Date, as determined under the foregoing definition, the Effective Date will be extended
8 to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if
9 the LWDA objects to the Settlement, the date when the LWDA's objection to the Settlement is resolved
10 and no longer appealable.

11 **k. "Final Approval" or "Final Award."**

12 The court order granting final approval of the Settlement.

13 **l. "Individual Settlement Payment."**

14 Each Settlement Class Member's potential share of the Net Settlement Amount will be
15 calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by
16 all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount
17 (*i.e.*, (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement
18 Amount). Each Settlement Class Member's share of the Net Settlement Amount, which shall be
19 distributed to the Settlement Class Members, will be less employee portions of state and federal
20 withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable
21 payroll deductions required by law as a result of the payment of the amount allocated to such Settlement
22 Class Member as set forth herein.

23 **m. "LWDA Notice."**

24 The Parties agree that Plaintiff will submit a Notice to the LWDA of this Settlement along with a
25 copy of this Settlement Agreement within ten (10) calendar days of its execution by all Parties and Class
26 Counsel, and will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final Award)
27 providing for an award of civil penalties in conformity with Labor Code Section 2699(l).
28

1 **n. “Net Settlement Amount.”**

2 The amount after the following deductions are made from the Gross Fund Value: (a) all costs of
3 settlement administration performed by a third party settlement administrator; (b) Class Representative
4 Enhancement Payment to Plaintiff; (c) the PAGA Fund (payment to the LWDA and the PAGA
5 Settlement Fund); and (d) Attorneys’ Fees and Costs for counsel for Plaintiffs. Each Class Member will
6 be eligible to receive a portion of the Net Settlement Amount.

7 **o. “Notice of Class Action Settlement.”**

8 The document substantially in the form attached as Exhibit 1 that will be mailed to Class
9 Members’ last known addresses and which will provide Class Members with information regarding the
10 Action and information regarding the Settlement of the Action.

11 **p. “Notice of Objection.”**

12 A Class Member’s valid and timely written objection to the Settlement Agreement, as defined in
13 this Agreement. Absent good cause found by the Court, Class Members who fail to make objections in
14 the manner specified above shall be deemed to have waived any objections and shall be foreclosed from
15 making any objection (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties
16 nor their counsel will solicit or otherwise encourage Class Members to submit written objections to the
17 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
18 Class Members with respect to any such objections to this Settlement.

19 **q. “Notice Packet.”**

20 The Notice of Class Action Settlement and Individual Settlement Payment calculations, to
21 include workweek information.

22 **r. “PAGA Fund.”**

23 The amount that the Parties have agreed to pay to the LWDA and the PAGA Settlement Fund in
24 connection with settlement of Plaintiffs’ PAGA claims. The PAGA Fund shall be paid out of the Gross
25 Fund Value. The Parties have agreed that \$10,000.00 of the Gross Fund Value will be allocated to the
26 PAGA Fund for the resolution of any PAGA Group Members’ claims arising under the PAGA. Pursuant
27 to the PAGA, \$7,500 (75%) of the PAGA Fund will be paid to the LWDA and \$2,500 (25%) of the
28 PAGA Fund [“PAGA Settlement Fund”] will be included in the Net Settlement Amount. Any change in

1 the requested LWDA Payment is not a material term of this Agreement. If the Court approves a lesser or
2 greater amount than that requested, the other terms of this Agreement shall still remain in effect.
3 However, some approval of a PAGA Settlement Fund is a material term of the Settlement and this
4 Agreement. If the Court does not approve any PAGA Settlement Fund, then the entire Agreement will
5 be, at Defendant's sole discretion, void and unenforceable. In such a case, the Parties shall be returned to
6 their respective statuses as of the date and time immediately prior to the execution of this Settlement
7 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been
8 executed, except that the costs of administration shall be borne by Defendant.

9 **s. "PAGA Group Members."**

10 All non-exempt employees who are employed or have been employed by Defendant in the State
11 of California who worked one or more pay periods from February 1, 2021 to December 15, 2022, or the
12 date the Court grants preliminary approval of the settlement, whichever comes first.

13 **t. "PAGA Period."**

14 The period from February 1, 2021 to December 15, 2022, or the date the Court grants
15 preliminary approval of the settlement, whichever comes first.

16 **u. "PAGA Settlement Fund."**

17 The amount of the PAGA Fund payable to the PAGA Group Members.

18 **v. "Plaintiff."**

19 Plaintiff and Class Representative, Mayra Morales.

20 **w. "Plaintiff's Released Claims."**

21 Upon the Effective Date, and as a condition of receiving any portion of her Class Representative
22 Enhancement Payment, Plaintiff shall fully and finally release the Released Parties from any and all
23 claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation,
24 common law, or other source of law, including but not limited to claims arising from or related to her
25 employment with Defendant and her compensation while an employee of Defendant which occurred
26 before or during the Class Period. In addition to this general release, Plaintiff specifically releases
27 Defendant and its present and former affiliates and all of its officers, directors, owners, partners,
28 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and

any other persons acting by through, under or in concert with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action.

Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, the rights to sue to enforce this Agreement, and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, and claims outside the Class Period.

Plaintiff's Released Claims include all claims as set forth above, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to

1 be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
2 released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and
3 benefits of California Civil Code Section 1542, which reads:

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

8 The Civil Code Section 1542 release will not affect: (1) the Individual Settlement Payments
9 Plaintiff will receive as part of this settlement; and (2) workers' compensation claims, if any.

10 **x. "Preliminary Approval."**

11 The Court's order granting preliminary approval of the Settlement Agreement.

12 **y. "Qualified Settlement Account."**

13 The fund established by the Settlement Administrator pursuant to Internal Revenue Code Section
14 1.468B-1.

15 **z. "Released Claims."**

16 By operation of the entry of the Final Approval Order and Judgment, and except as to rights this
17 Agreement creates, each Class Member shall release Defendant and its present and former affiliates and
18 all of its officers, directors, owners, partners, employees, agents, servants, registered representatives,
19 attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert
20 with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations,
21 penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of
22 action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal
23 theory under federal and state law that are alleged in the Action, or could have been alleged in the
24 Action based on the facts alleged therein, for any alleged failure to pay all wages due (including
25 minimum wage and overtime wages), regular rate calculations, failure to pay for all hours worked
26 failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties
27 during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate
28 the regular rate of pay, expense reimbursement claims, failure to furnish accurate wage statements

1 including claims derivative and/or related to these claims, liquidated damages, record-keeping
2 violations, failure to pay waiting time penalties that occurred during the Class Period. This Release shall
3 include all claims and theories that are alleged in the Action, or could have been alleged in the Action
4 based on the facts alleged therein arising under the California Labor Code, wage orders, and applicable
5 regulations, including Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199,
6 and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor
7 Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions. The release
8 of claims shall include a Civil Code Section 1542 release as to the released claims only. The release
9 shall expressly exclude all other claims, including claims for vested benefits under ERISA or Taft-
10 Hartley plans, wrongful termination, unemployment insurance, disability insurance, Social Security,
11 workers' compensation, and class claims outside of the class period.

12 **aa. "Released Parties."**

13 Defendant and its present and former affiliates and all of its officers, directors, owners, partners,
14 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and
15 any other persons acting by through, under or in concert with any of them.

16 **bb. "Request for Exclusion."**

17 A notice submitted by a Class Member requesting to be excluded from the Settlement. For the
18 Request for Exclusion to be valid, it must include the Class Member's full name and a written statement
19 to the effect that the Class Member does not wish to participate in the settlement and requesting to be
20 excluded from this Settlement. The Request for Exclusion must be returned by mail or fax to the
21 Settlement Administrator at the specified address or facsimile number and postmarked or faxed on or
22 before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
23 means to determine whether a Request for Exclusion has been timely submitted. A Class Member who
24 does not submit a timely or valid Request for Exclusion from the Settlement will be deemed a Class
25 Member and will be bound by all terms of the Settlement Agreement if the Settlement is granted Final
26 Approval by the Court. Plaintiff agrees not to request to be excluded from the Settlement.

27 Any Class Member who opts out of this Settlement may not submit an Objection, shall not
28 receive any Individual Settlement Payment, and shall not be bound by the releases set forth in this

1 Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the Request
2 for Exclusion will be valid and will invalidate the Objection.

3 **cc. "Response Deadline."**

4 The deadline by which Class Members must mail or fax to the Settlement Administrator valid
5 Requests for Exclusion, Notices of Objection to the Settlement, or workweek disputes. The Response
6 Deadline will be forty five (45) calendar days from the initial mailing of the Notice Packet by the
7 Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the
8 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
9 Response Deadline for submission of valid Requests for Exclusion, Notices of Objection, or workweek
10 disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice
11 Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in
12 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
13 open. The Response Deadline may also be extended by express agreement between Class Counsel and
14 Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to
15 unilaterally extend the deadline for Class Members to submit a valid Request for Exclusion, Notice of
16 Objection to the Settlement, or workweek disputes.

17 **dd. "Settlement Administrator."**

18 The parties agree to use ILYM Group, Inc. to administer this settlement. The Parties each
19 represent that they do not have any financial interest in the Settlement Administrator or otherwise have a
20 relationship with the Settlement Administrator that could create a conflict of interest.

21 **ee. "Settlement Administration Costs."**

22 The costs payable from the Gross Fund Value to the Settlement Administrator are for
23 administering this Settlement, including, but not limited to, printing, distributing, and tracking
24 documents for this Settlement, address searches, calculating estimated amounts per Class Member, tax
25 reporting, distributing the Gross Fund Value, and providing necessary reports and declarations, and
26 other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested
27 by the Parties. The Settlement Administration Costs will be paid from the Gross Fund Value, including,
28 if necessary, any such costs in excess of the amount represented by the Settlement Administrator as

being the maximum costs necessary to administer the Settlement. To the extent actual Settlement Administration Costs are greater than \$12,000 such excess amount will be deducted from the Gross Fund Value, subject to the Court's approval. Settlement Administration Costs allocated but not paid to the Settlement Administrator will be distributed to the Settlement Class Members on a proportional basis relative to the size of their claims.

ff. "Settlement Class Member."

Each Class Member who does not request to be excluded from the Settlement.

gg. "Settlement Payment Check."

The Settlement Payment Check is the payment of the Individual Settlement Payments to Settlement Class Members, payment of the PAGA Settlement Fund to the PAGA Group Members, the LWDA Payment, enhancement payments to Plaintiffs, and Court approved attorneys' fees and costs.

II. Recitals

a. On January 27, 2022, Plaintiff Mayra Morales filed a Complaint against Defendant Eurostampa California LLC in the Superior Court of the State of California, County of Napa, Case No. 22CV000095. On April 4, 2022, Plaintiff filed a First Amended Complaint. In the First Amended Complaint, Plaintiff alleges the following claims against Defendant:

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199;
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512;
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7;
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802;
5. Violation of Labor Code § 226(a);
6. Penalties Pursuant to Labor Code § 203;
7. Violation of Business & Professions Code § 17200; and
8. Violation of the Private Attorneys General Act ("PAGA") (Labor Code §§ 2698 *et seq.*)

b. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the

1 Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in
2 the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement
3 only. If for any reason the settlement does not become effective, Defendant reserves the right to contest
4 certification of any class for any reason and reserves all available defenses to the claims in the Action.

5 **III. Funding of the Gross Fund Value.**

6 Within ten (10) calendar days after the Effective Date of the Settlement, Defendant will make a
7 one-time deposit of all approved and claimed amounts from the Gross Fund Value into a Qualified
8 Settlement Account to be established by the Settlement Administrator. Defendant shall pay an amount
9 no more than a Gross Fund Value of \$155,000 on a non-reversionary basis to resolve all class action and
10 Private Attorney General claims in the Action. Defendant will also pay the employer's share of payroll
11 taxes as required by law, and such payments will not reduce the Gross Fund Value.

12 **IV. Payments To Settlement Class Members And PAGA Group Members**

13 Within seven (7) calendar days of the funding of the Settlement, the Settlement Administrator
14 will issue payments to: (a) Settlement Class Members; (b) the Labor and Workforce Development
15 Agency (LWDA); (c) PAGA Group Members; (d) Plaintiff; and (e) Class Counsel. Class Members who
16 also are PAGA Group Members will receive one check. The Settlement Administrator will also issue a
17 payment to itself for Court-approved services performed in connection with the Settlement. Defendant
18 has no obligation to deposit such funds prior to the deadline set forth herein.

19 **V. Labor and Workforce Development Agency Payment.**

20 Subject to Court approval, the Parties agree that \$10,000 of the Gross Fund Value ("PAGA
21 Fund") will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims (the "PAGA
22 Settlement Amount"). Pursuant to the PAGA, \$7,500 (75%) of the PAGA Fund will be paid to the
23 LWDA and \$2,500 (25%) of the PAGA Fund will be included in the Net Settlement Amount for
24 distribution to the Class Members based upon their workweeks worked during the PAGA Period, from
25 April 4, 2021 to December 15, 2022, or the date the Court grants preliminary approval of the settlement,
26 whichever comes first. If the Court approves a PAGA Fund of less than \$10,000 the remainder will be
27 retained in the Net Settlement Amount for distribution to Settlement Class Members.

1 The Settlement Administrator shall pay 75% of any approved PAGA Fund to the LWDA within
2 seven (7) calendar days after funding.

3 **VI. Individual Settlement Payment Calculations.**

4 Each Class Member will be eligible to receive a portion of the Net Settlement Amount. Each
5 Class Member who does not opt out ("Settlement Class Member") shall be entitled to an Individual
6 Settlement Payment consisting of their share of the Net Settlement Amount. Each Settlement Class
7 Member's potential share of the Net Settlement Amount will be calculated by dividing the number of
8 workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class
9 during the Class Period, multiplied by the Net Settlement Amount (*i.e.*, (number of individual
10 workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). The Individual
11 Settlement Payment will be reduced by any required deductions for each Class Member as set forth
12 herein, including employee-side tax withholdings or deductions.

13 The Individual Settlement Payments made to any Class Members under this Settlement, and any
14 other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
15 under any benefit plans to which any Class Members may be eligible, including, but not limited to,
16 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
17 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
18 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under
19 any benefit plans.

20 **VII. PAGA Settlement Fund Calculations**

21 The PAGA Group Members will receive a pro rata portion of the PAGA Settlement Fund,
22 determined by dividing the number of pay period worked by the PAGA Group Member during the
23 PAGA Period by all pay periods worked by the PAGA Group Members during the PAGA Period,
24 multiplied by the PAGA Settlement Fund (*i.e.*, (number of individual pay periods worked / total pay
25 periods worked by the PAGA Group Members during the PAGA Period) x PAGA Settlement Fund).

26 **VIII. Effect of Request for Exclusion.**

27 Class Members who submit a valid Request for Exclusion will receive no Individual Settlement
28 Payments and their Requests for Exclusion will reduce neither the Gross Settlement Fund nor the Net

1 Settlement Amount. Their respective Individual Settlement Payments will remain a part of the Net
2 Settlement Amount for distribution to Settlement Class Members in accordance with the process agreed
3 upon and described herein.

4 **IX. Settlement Administration Process.**

5 **a.** The Parties agree to cooperate in the administration of the Settlement and
6 to make all reasonable efforts to control and minimize the costs and expenses incurred in
7 administration of the Settlement. The Settlement Administrator will provide the
8 following services:

- 9 i. Establish and maintain a Qualified Settlement Account.
- 10 ii. Calculate the Individual Settlement Payment each Class Member
11 and Settlement Class Member is eligible to receive.
- 12 iii. Provide notice of the settlement in both English and Spanish.
- 13 iv. Print and mail the Notice Packet.
- 14 v. Establish and maintain a toll-free information telephone support
15 line to assist Class Members who have questions regarding the
16 Notice Packet.
- 17 vi. Conduct additional address searches for mailed Notice Packets that
18 are returned as undeliverable.
- 19 vii. Process Requests for Exclusion, calculate Class Members'
20 Individual Settlement Payment, field inquiries from Class
21 Members, and administer any Requests for Exclusion. This
22 service will include settlement proceeds calculation, printing and
23 issuance of Settlement Payment Checks, and preparation of IRS
24 W-2 and 1099 Tax Forms. Basic accounting for and payment of
25 employee tax withholdings and forwarding all payroll taxes and
26 penalties to the appropriate government authorities will also be
27 included as part of this service.

viii. Issuing to Plaintiff, Settlement Class Members, PAGA Group Members, and Plaintiffs' Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

ix. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.

x. Provide weekly status reports to counsel for the Parties.

b. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

c. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

d. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark or fax a Request for Exclusion or Notice of Objection to the Settlement. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties and according to the following deadlines, to trace the mailing address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail;

performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

e. All Class Members will be mailed a Notice Packet containing the forms attached as Exhibit 1 as approved by the Court.

f. Dispute of Workweeks. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute the number of workweeks to which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. The workweeks dispute must be returned by mail or fax to the Settlement Administrator at the specified address or facsimile number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to determine whether a workweek dispute has been timely submitted. All such disputes are to be resolved not later than fourteen (14) calendar days after the Response Deadline. If the Settlement Administrator receives a dispute, the Settlement Administrator will notify both Parties immediately. All evidence regarding the dispute from the Class Member and/or the Defendant shall be produced to both Parties.

g. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have

1 until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure
2 letter, whichever date is later, to postmark or fax a revised Request for Exclusion.

3 **h. Request for Exclusion Procedures.** Any Class Member wishing to opt-out from the
4 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement
5 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or
6 the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion
7 has been timely submitted. To be valid, a written request for exclusion from the class settlement must:
8 (1) state the case name or other identifying information; (2) make the following statements, or a similar
9 statement: "I wish to opt out of the settlement of the class action lawsuit titled *Mayra Morales v.*
10 *Eurostampa California LLC.*; (3) contain the name, address and telephone number and the last four
11 digits of the Social Security number of the person asking to opt-out or employee identification number;
12 (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator by the Response
13 Deadline. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify
14 jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely
15 submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this
16 Settlement Agreement.

17 **i. Objection Procedures.** Any Class Member wishing to object to the Settlement Agreement
18 must sign and postmark or fax a written objection to the Settlement Administrator within the Response
19 Deadline. The date of the postmark on the return mailing envelope or the fax receipt confirmation will
20 be the exclusive means to determine whether an objection has been timely submitted. A written
21 objection must be signed by the Class Member and include: (1) the case name or other identifying
22 information, (2) the Class Member's full name and most current address, (3) the last four digits of the
23 Class Member's Social Security number, or employee identification number and (4) signed by the Class
24 Member. Late Objections may not be considered. The Settlement Administrator shall provide counsel
25 for the Parties with complete copies of all objections received, including the date of postmark or fax
26 receipt confirmation for each objection, within five (5) business days of receipt. Class Counsel will
27 provide a single packet of copies of any objections and supporting documents to the Court at least
28

1 sixteen (16) court days before the Final Approval Hearing. A Class Member who excludes himself or
2 herself from the Settlement shall lose standing to object.

3 j. The Settlement Administrator shall have its own Employer Identification Number under
4 Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in
5 calculating payroll withholdings for taxes and shall transmit the required employers' and employees'
6 share of the withholdings to the appropriate state and federal tax authorities. The Settlement
7 Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement
8 Fund ("QSF") under US Treasury Regulation section 468B-1.

9 **X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

10 a. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the
11 Preliminary Approval Order and approve the Released Settlement specified herein; (ii) the Court does
12 not finally approve the Settlement as provided herein; or (iii) the Settlement does not become final for
13 any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void.
14 Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated
15 as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or
16 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties
17 and any funds to be awarded under this Settlement Agreement shall be returned to their respective
18 statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the
19 Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that
20 any fees or costs already incurred by the Settlement Administrator shall be shared equally.

21 b. Settlement Terms Bind All Class Members. Any Class Member who does not
22 affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for
23 Exclusion will be bound by all its terms.

24 **XI. Certification Reports Regarding Individual Settlement Payment**
25 **Calculations.**

26 a. The Settlement Administrator will provide Defendant's counsel and Class Counsel a
27 weekly report which certifies: (a) the number of Class Members who have submitted timely and valid
28 Requests for Exclusion; (b) any objections submitted to the Settlement along with a copy of any such

objection; and (c) whether any Class Member has submitted a challenge to any information contained in his/her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

b. Uncashed Settlement Checks. All settlement checks mailed out will expire after one hundred eighty (180) days. However, the Settlement Administrator shall distribute reminder postcards via U.S. Mail to all Settlement Class Members and/or PAGA Group Members who have yet to deposit or otherwise negotiate their settlement checks, reminding them of the deadline to do so ninety (90) days after first distributing settlement checks. The sum value of all expired checks will be tallied by the Settlement Administrator. All such uncollected funds associated with Settlement Class Members' and PAGA Group Members' checks will escheat to the State of California's Controller, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

c. Certification of Completion. Within ten (10) calendar days of the completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

XII. Tax Treatment of Individual Settlement Payments.

All Individual Settlement Payments will be allocated as follows: one-third (1/3) wages, one-third (1/3) interest and one-third (1/3) penalties.

The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. The Gross Individual Settlement Payments will be reduced by any required legal deductions for each Settlement Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Settlement Class Members as a result of the Wage Component, resulting in a net wage component. The Settlement Administrator will issue a check and W-2 Form to each Settlement Class Member for the wage component. No withholding shall be made on the penalty portions of the Gross Individual Settlement Payment. The Settlement Administrator will issue a second check and IRS Form-1099 for the remaining penalty and interest components. The Settlement Administrator shall be responsible for issuing the payments and calculating

1 and withholding all required state and federal taxes. The Settlement Administrator shall determine the
2 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
3 Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the
4 administration of the Settlement will be resolved by the Court, under the laws of the State of California.
5 Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve
6 the dispute without the necessity of involving the Court.

7 **XIII. Administration of Taxes by the Settlement Administrator.**

8 a. Tax Liability. Class Counsel, Defendant, and Defendant's Counsel make no
9 representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs
10 and Class Members are not relying on any statement, representation, or calculation by Defendant or by
11 the Settlement Administrator in this regard. Plaintiffs and Class Members understand and agree they will
12 be solely responsible for the payment of their respective share of any taxes and penalties assessed on the
13 payments described herein.

14 b. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
15 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
16 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
17 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
18 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
19 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
20 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
21 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
22 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
23 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
24 HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
25 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
26 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
27 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
28 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR

DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

XIV. Release by Class Members.

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

b. It is the desire of Plaintiff, Class Members (except those who exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the Released Claims and Plaintiff's Released Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Class Members, including Plaintiff, shall fully release and discharge the Released Parties from any and all Released Claims and Plaintiff's Released Claims for the entire Class Period. This release shall be binding on all Class Members, including Plaintiff who have not timely submitted a valid and complete Request for Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or obligation to any Class Member with respect to the Released Settlement, except as expressly provided herein.

XV. Materiality of Terms.

a. The Court's approval of Class Representative Enhancement Payment, Attorneys' Fees and Costs, and the PAGA Fund are not material terms of this Agreement. If the Court approves only a lesser amount of these payments, then the other terms of this Agreement shall still remain in effect and

the difference will remain part of the Net Settlement Amount. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the settlement. Any amount of an attorneys' fees and costs award requested by Class Counsel, but unapproved by the Court shall be allocated to the Net Settlement Fund.

b. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. Any failure by the Court to fully and completely approve the material terms of this Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid equally by both Parties.

XVI. Preliminary Approval Hearing.

a. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. Plaintiff shall endeavor to file a Motion for Preliminary Approval with sufficient notice to allow for a hearing date within sixty days of this Agreement being fully executed.

b. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs will submit this Settlement Agreement and will include the proposed Notice Packet.

c. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.

1 d. At the hearing before the Court to request Preliminary Approval, the Parties will jointly
2 appear, support the granting of the motion, and submit a proposed Order Granting Preliminary Approval
3 of the Settlement.

4 e. Should the Court decline to preliminarily approve material aspects of the Settlement
5 (including but not limited to the scope of release to be granted by Class Members or the binding effect
6 of the Settlement on Class Members who do not submit valid and timely Requests for Exclusion), the
7 Parties shall work together in good faith to address any concerns raised by the Court and propose a
8 revised Settlement for the Court's approval.

9 **XVII. Final Settlement Approval Hearing and Entry of Judgment.**

10 a. Upon expiration of the Response Deadline, and with the Court's permission, a Final
11 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the
12 Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments;
13 (b) the PAGA Fund; (c) the Attorneys' Fees; (d) Costs; (e) the Class Representative Enhancement
14 Payment; and (f) all Settlement Administration Costs.

15 b. The Final Approval/Settlement Fairness Hearing will be held no later than sixty (60)
16 calendar days after the Response Deadline.

17 c. Class Counsel will be responsible for drafting all documents necessary to obtain Final
18 Approval. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application
19 to be heard at the Final Approval/Settlement Fairness Hearing.

20 d. At the hearing before the Court to request Final Approval, the Parties will jointly appear,
21 support the granting of the motion, and submit a proposed Final Approval Order and Judgment.

22 **XVIII. Judgment and Continued Jurisdiction.**

23 The Court shall retain jurisdiction under California Code of Civil Procedure
24 section 664.6 with respect to the interpretation, implementation, and enforcement of the
25 terms of this Settlement Agreement and all orders and judgments entered in connection
26 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
27 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
28 Settlement Agreement and all orders and judgments entered in connection therewith.

1 **XIX. Class Size Estimates and Escalator Clause.**

2 a. Based on its records, Defendant estimates that there are 76 total Class
3 Members and 40 PAGA Group Members. Defendant also estimates that there are 6,075
4 workweeks in the Class Period and 1,083 pay periods in the PAGA Period.

5 b. Defendant further agrees that the total number of workweeks will not
6 exceed 6,500.25—i.e., more than 7% of 6,075. In the event that the number of
7 workweeks exceed 6,500.25 (more than 7%), the Gross Settlement Amount shall increase
8 proportionally for the number of workweeks over 6,500.25.

9 **XX. Other Provisions.**

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

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

16 c. Amendment or Modification. This Settlement Agreement may be amended or modified
17 only by a written instrument signed by counsel for all Parties or their successors-in-interest and
18 approved by the Court. If the Court requires certain non-material modifications to be made to this
19 Settlement Agreement as a condition for granting approval, then the Parties agree that their counsel can
20 enter into a stipulation to modify this agreement to conform it to the Court's Order and that signatures of
21 counsel shall suffice for such an amendment.

22 d. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
27 each other and use their best efforts to effect the implementation of the Settlement. Any disputes arising
28

1 out of or relating to this settlement will be submitted to private mediation. The Parties will split the costs
2 of the mediator and all Parties will bear their own attorneys' fees and other costs incurred.

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

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

7 g. Execution and Counterparts. This Agreement may be executed in one or more
8 counterparts by facsimile, electronic signature, DocuSign or email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed
10 to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove
11 the existence and contents of this Agreement.

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

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

22 j. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and
23 conditions of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the
24 Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the
25 Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but
26 not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The
27 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings
28 or post-judgment proceedings. The waiver of appeal does not affect the Effective Date.

1 **k. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If,
2 after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition,
3 or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a
4 material modification to the Settlement (including, but not limited to, the scope of release to be granted
5 by Class Members), and that Court's decision is not completely reversed and the Judgment is not fully
6 affirmed on review by a higher Court, then the Parties shall work together in good faith to address any
7 concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court
8 not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially
9 modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of
10 the Class Representative Enhancement Payment, the PAGA Fund, or the Attorneys' Fees and Costs
11 will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of
12 this paragraph, provided that Defendant's obligation to make payments under this Settlement will
13 remain limited by the Gross Settlement Amount.

14 **l. Class Action Certification for Settlement Purposes Only.** The Parties agree to stipulate
15 to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not
16 approved, the stipulation to certification will be void. The Parties further agree that certification for
17 purposes of the Settlement is not an admission that class action certification is proper under the
18 standards applied to contested certification motions and that this Settlement Agreement will not be
19 admissible in this or any other proceeding as evidence that either: (a) a class action should be certified
20 or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's
21 terms.

22 **m. Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve
23 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
24 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically
25 denies, that it has violated any federal, state, or local law; violated any regulations or guidelines
26 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
27 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
28 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement

1 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
2 construed as an admission or concession by Defendant of any such violations or failures to comply with
3 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
4 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as
5 evidence in any action or proceeding to establish any liability or admission on the part of Defendant or
6 to establish the existence of any condition constituting a violation of, or a non-compliance with, federal,
7 state, local or other applicable law.

8 **n. Captions.** The captions and section numbers in this Settlement Agreement are inserted
9 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
10 provisions of this Settlement Agreement.

11 **o. Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement
12 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
13 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14 **p. Enforcement Action.** If one or more of the Parties institutes any legal action or other
15 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
16 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
17 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
18 fees incurred in connection with any enforcement actions.

19 **q. Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
21 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
22 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
23 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

24 **r. Representation by Counsel.** The Parties acknowledge that they have been represented by
25 counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that
26 this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in
27 full.

1 s. All Terms Subject to Final Court Approval. All amounts and procedures described in
2 this Settlement Agreement herein will be subject to final Court approval.

3 t. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
4 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
5 Settlement Agreement.

6 u. Binding Agreement. The Parties warrant that they understand and have full authority to
7 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding
8 on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce
9 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
10 federal or state law. Plaintiff, and not her representative(s), must personally execute this Settlement
11 Agreement.

12 v. No Prior Assignments or Undisclosed Liens. Plaintiff and Class Counsel represent that
13 they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to
14 attorneys' fees and costs award to be paid under this Agreement. Plaintiff and Class Counsel further
15 represent and warrant that there are not any liens or claims against any amount that Defendant are to
16 pay under this Agreement. Plaintiff and Class Counsel agree to defend, to indemnify, and to hold
17 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including
18 reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
19 assignment.

20 w. Confidential Information. Class Counsel will destroy all confidential documents and
21 information provided by Defendant within 60 calendar days after the completion of the administration
22 of this Agreement. Class Counsel further agree that none of the information provided by Defendant
23 shall be used for any purpose other than prosecution of this Action.

24 x. Publicity and Representations. Neither Plaintiff nor Class Counsel will publicize the
25 Settlement in any way prior to preliminary approval. Class Counsel represent and warrant on behalf of
26 themselves, and all other in their employ or otherwise acting on their behalf, that they: (i) do not
27 represent and have not been retained to represent any person(s) or entity(ies) who are contemplating
28 filing any claims against Defendant or any of the Released Parties, or currently intend to represent any

1 such person(s) or entity(ies) based on any alleged violation of any federal, state, or local laws; (ii) have
2 not encouraged any other person(s) or entity(ies) to bring claims against Defendant; and (iii) are not
3 aware of any other current or former employees of Defendant or attorney(s) who intends to bring
4 claims against Defendant, including, but not limited to, based on the subject matter of this Action.

5 y. Plaintiff represents and warrants that she: (i) has not disclosed the existence of the
6 Action, its subject matter or the claims made therein to any other current or former employee of
7 Defendant or attorney other than her counsel of record; (ii) is unaware of, nor has she been informed of,
8 any other individual or entity who has or may have a claim against Defendant; (iii) is not aware of, nor
9 has she been informed of, any other current or former employee of Defendant or attorney who intends
10 to bring litigation against Defendant, and (iv) have not encouraged and will not encourage or provide
11 assistance to any other person or entity to assert or bring a claim against Defendant. This does not
12 prevent Plaintiff from fulfilling her duties as class representative.

13 Class Counsel agree that they will not identify by name or identifiable characteristics the
14 Defendant or any of its officers, directors, owners, partners, employees, agents, servants, registered
15 representatives, attorneys, insurers, successors and assigns, and any other persons acting by through,
16 under or in concert with any of them on any marketing or advertising materials, website, or other forum,
17 mailing, communication, or service unrelated to the approval and administration of the settlement.

18 z. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 aa. Notice. All notices, demands or other communications given under this Agreement will
21 be in writing and deemed to have been duly given upon being sent, via email, to the following
22 individuals, provided that the recipients confirm receipt within two business days:

23 To Plaintiffs and the Class:
24 Eric B. Kingsley
eric@kingsleykingsley.com
25 Liane Katzenstein Ly
liane@kingsleykingsley.com
26 Jessi Bulaon
jessi@kingsleykingsley.com
27 KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
28 Encino, CA 91436

1 Tel: (818) 990-8300
2 Fax (818) 990-2903

3 To Defendant:

4 SEYFARTH SHAW LLP
5 Andrew M. McNaught
6 Robin E. Devaux
7 560 Mission Street, 31st Floor
8 San Francisco, CA 94105
9 Tel.: (415) 397-2823
10 Fax: (415) 397-8549
11 E-Mail: amcnaught@seyfarth.com

12 27. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
13 litigation shall be stayed, except to effectuate the terms of this Agreement.
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(signatures on following page)

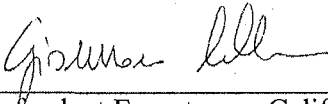
1 **SO AGREED:**

2 Dated: September __, 2022
3 September 26, 2022

DocuSigned by:
Mayra Morales
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Plaintiff Mayra Morales

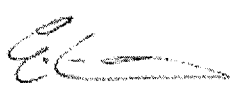
4
5 Dated: September 27, 2022

By 
For Defendant Eurostampa California LLC

6 **Approval As To Form By Counsel:**

7
8 DATED: September 27, 2022

KINGSLEY & KINGSLEY, APC

9
10 By:  
Eric B. Kingsley
Liane Katzenstein Ly
Jessi Bulaon
Attorneys for Plaintiff Mayra Morales and the
Proposed Class

11
12
13
14 DATED: September 27th, 2022

SEYFARTH SHAW LLP

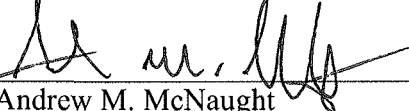
15 By: 
Andrew M. McNaught
Robin E. Devaux
Attorneys for Defendant
EUROSTAMPA CALIFORNIA LLC

EXHIBIT "1"

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOU WORKED FOR EUROSTAMPA CALIFORNIA, LLC AT ANY
TIME BETWEEN AUGUST 2, 2017 AND DECEMBER 15, 2022 YOU MAY
BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

On January 10, 2023, the Court in this action granted preliminary approval of a proposed settlement as set forth in the Stipulation for Settlement of Class and Representative Action (“Settlement Agreement”) concerning the lawsuit noted above (“the Lawsuit”). You are receiving this Notice because you have worked for Defendant Eurostampa California, LLC (“Eurostampa”) in California as a non-exempt employee for one or more pay periods between August 2, 2017 and December 15, 2022 (“Class Period”) and you may be entitled to share in the funds to be made available for the proposed settlement of this class action.

You are not being sued. However, your rights may be affected by the legal proceedings in the Lawsuit. If the proposed settlement of this class action is granted final approval by the Court, you may have the right to be paid a share of the proposed settlement funds.

You do **NOT** have to do anything if you want to participate in this settlement. A check will be automatically mailed to you.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE.**

You have received this Notice because Eurostampa’s records indicate that you are a member of the Settlement Class. This notice is designed to inform you about **your 3 options in this Settlement**, all of which are dependent on the Court’s final approval of the Settlement.

YOUR 3 OPTIONS

- 1. Do Nothing:** You **WILL** receive money from the Settlement and you will release any claim you may have against Eurostampa relating to your employment.
- 2. Exclude Yourself From the Settlement:** You will **NOT** receive any money from this Settlement and you will not be bound by this Settlement; or
- 3. Object to the Settlement:** You **WILL** release all claims you may have against Eurostampa that are covered by this Settlement unless you timely submit a Request for Exclusion.

1. What Is This Case About?

Mayra Morales (“Plaintiff”) was employed by Eurostampa. Plaintiff alleges that Eurostampa failed to pay wages and/or overtime; failed to provide compliant meal breaks; failed to provide compliant rest breaks; failed to reimburse business expenses; failed to provide compliant wage statements; and failed to timely pay all wages due upon termination of employment. Plaintiff has also alleged unfair business practices and seeks penalties under California’s Private Attorneys General Act (“PAGA”). The parties have agreed to settle this dispute without any finding of wrongdoing by Eurostampa.

The Lawsuit is being settled as a “class action.” In a class action, the plaintiff, also referred to as a class representative, sues on behalf of herself and other persons with similar claims (“Class Members”). Based on Eurostampa’s records, you were employed by Eurostampa in California as non-exempt employee at some point between August 2, 2017 and **December 15, 2022**. Therefore, you are a Class Member in this Lawsuit and you may receive money from the Settlement Agreement.

If the Court approves the Settlement Agreement at the Final Approval Hearing scheduled for **June 6, 2023**, the Settlement Agreement will bind all members of the Class who have not excluded themselves from the Settlement Agreement. If the Court does not approve the Settlement Agreement, the Settlement Agreement will have no effect or precedential value in any subsequent proceedings in the Lawsuit or in any other litigation.

2. How Can I Receive Money From The Settlement?

You do not have to do anything to receive money from the Settlement Agreement. A check will be automatically mailed to you if the Court grants final approval of the Settlement Agreement and if you do not exclude yourself from the Settlement Agreement.

3. Will I Be Subject To Discipline or Retaliation If I Participate in the Settlement?

No.

4. How Much is the Settlement?

Eurostampa, LLC has agreed to pay \$155,000.00 (the “Gross Fund Value”) to settle all claims arising out of the Lawsuit. After attorneys’ fees and costs, class representative enhancement awards, and payment to the California Labor and Workforce Development Agency are deducted from the Gross Fund Value, the remaining amount (the “Net Settlement Amount”) will be automatically distributed to Class Members who do not exclude themselves from the Settlement Agreement.

5. How Much Money Will I Receive?

The Net Settlement Amount will be paid out to Class Members who do not submit a Request for Exclusion.

If you do not submit a Request for Exclusion, your individual share of the Net Settlement Amount will be calculated based on the total number of workweeks you worked during the Class Period as reflected in Eurostampa’s records. The number of workweeks you worked will be divided by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Your share of the Net Settlement Amount will be less employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law. Workweeks shall be determined from Eurostampa’s records.

You will have 180 days to cash your settlement check. In the event that your settlement check is uncashed after 180 days, your portion of the Net Settlement Fund will escheat to the State of California pursuant to state law.

Your estimated individual settlement amount is \$ _____. This amount may change depending on rulings from the Court.

6. When Will I Receive the Money?

If the Court grants final approval of the settlement on **June 6, 2023** and you did not submit a Request for Exclusion, the Claims Administrator will mail you a check for your Settlement Award no later than **August 28, 2023**.

7. Can I Dispute My Share of the Settlement?

Yes. To do so, you must mail in documentary evidence supporting the number of workweeks you worked during the Class Period to the Claims Administrator no later than **April 24, 2023**.

8. Can I Opt-Out of the Settlement?

Yes. If you exclude yourself from the proposed settlement, you will **NOT** receive a settlement payment and will not be subject to the terms of the Settlement Agreement. **To exclude yourself, you must complete the enclosed Request for Exclusion** and mail it back to the Claims Administrator postmarked no later than **April 24, 2023**. You will **NOT** receive any money from this settlement if you return the Request for Exclusion.

If you submit an untimely or incomplete Request for Exclusion, you will continue to be bound by the terms of this settlement.

9. Can I Object to The Settlement?

Yes. To do so, you must mail a signed, written statement of objection to the Claims Administrator at the address listed on the last page of this Notice with the case name or other identifying information, your full name, current home (or mailing) address, the last four digits of your Social Security number, and the grounds for the objection.

Your objection must be postmarked no later than **April 24, 2023** to the Claims Administrator at the address listed on the last page of this Notice.

If you fail to make your objection in the manner specified above, you shall be deemed to have waived any objections and you shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, or any aspect of the proposed settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed settlement, the incentive award to the class representatives, or any award of attorneys' fees or reimbursement of costs and expenses.

If the Court rejects your objection, you will still be bound by the terms of the Settlement Agreement unless you submitted a valid and timely Request for Exclusion.

10. What Happens If I Do Nothing?

You will receive money from this settlement and you will be bound by the Release described below.

11. What Rights Am I Giving Up?

Upon final approval by the Court, each Settlement Class Member who has not timely submitted a valid Request for Exclusion will release Eurostampa, and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them, from any and all claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock

work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act.

12. Who Is The Class Representative?

The Court has appointed Plaintiff Mayra Morales as the Class Representative to represent you in this settlement. She will ask the Court to approve an enhancement award in an amount not to exceed \$5,000.00 to be paid from the Gross Fund Value to compensate her for her efforts in filing and assisting with the prosecution of the Lawsuit and in reaching this settlement on your behalf.

13. How Will The Attorneys' Fees For The Class Be Paid?

You do not need to pay any portion of either Class Counsel's or Eurostampa's attorneys' fees and costs. All payment for Class Counsel's attorneys' fees and costs will be deducted from the Gross Fund Value. Class Counsel has actively litigated this matter since January 27, 2022. It is customary for courts to award to class counsel attorneys' fees based upon a percentage of the total maximum settlement for the benefit of a class. In this case, Class Counsel will request an award of 1/3 of the Gross Fund Value in an amount not to exceed \$51,666.67 in attorneys' fees for their work in prosecuting this Lawsuit and obtaining this Settlement on your behalf. Class Counsel will also seek reimbursement of the costs and expenses they have incurred on behalf of the Class, estimated to be no more than \$4,000.00, to be paid from the Gross Fund Value.

Class Counsel will apply to the Court for approval of their attorneys' fees, costs, and expenses at the Final Approval Hearing scheduled for **June 6, 2023**. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees, costs, and expenses is reasonable.

14. When and Where is the Final Approval Hearing?

The Final Approval Hearing has been scheduled on **June 2, 2023 at [REDACTED]**, before the Honorable Cynthia P. Smith in Department A of the Napa County Superior Court located at 825 Brown Street, Napa, California, 94559, at which time Judge Smith will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to the Class Members; (2) whether the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved, and in what amount; (3) whether the application for an enhancement award for the Class Representative should be approved, and in what amount; and (4) whether the proposed Final Approval Order and Judgment should be entered by the Court. The Final Approval Hearing date and time may change without further notice given to you. Please contact the Claims Administrator at the address and telephone indicated in Section 15 below to find out if there has been a change to the date and time of the Final Approval Hearing.

You Are Not Required To Attend The Final Approval Hearing.

You are welcome to attend the Final Fairness and Approval Hearing, at your own expense. You may request permission to speak to the Judge at the Final Approval Hearing. You may hire your own attorney at your own expense to speak at the Final Approval Hearing, at your own expense. If you want to speak at the Final Approval Hearing, you must ask the Judge for permission. To do so, send a letter to the Court (at the address set forth above) with a copy to the Claims Administrator no later than **April 24, 2023**, requesting permission to speak at the Final Approval Hearing. Such letter should be signed and should contain a brief statement of the position that you wish to put before the Judge at the Final Approval Hearing and the basis for that position. The Judge may, or may not, grant the request.

If the Judge issues a proposed Final Approval Order, the parties will jointly seek the Court's approval and adoption of the Final Approval Order.

15. Where Can I Get Additional Information?

This Notice provides only a summary of the matters relating to the proposed settlement. You may contact Class Counsel as follows:

KINGSLEY & KINGSLEY, APC
Eric B. Kingsley, Esq.
Liane Katzenstein Ly, Esq.
Jessica Bulaon, Esq.
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Facsimile: (818) 990-2903

You may also contact the Claims Administrator as follows:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Facsimile: (888) 845-6185

**PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT
THE PROPOSED SETTLEMENT OR THE SETTLEMENT PROCESS.**

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
	ALM RESEARCH 2007 NLJ Billing Survey Fiscal Year - 2007 Billing Source-National Law Journal 12/11/2007 Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
	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
1											
2											
3											
4											
5											
6											
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	\$755	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

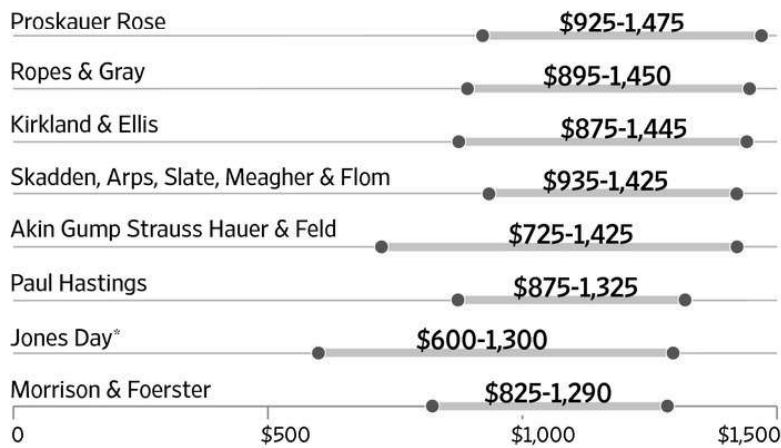
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History

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)

* $i_{\frac{1}{2}}$ 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"

EXHIBIT "5"

#1194 #11942 #1199 #17200 #203 #2267 #2699 #2802 #510 #512 #autodeduct #blending #classaction #ferra #mealbreak #napacounty #overtime

#reimbursement #restbreak #WageOrder1 #wagestatement #Abramson

 Edit Tags

Statute of Limitations 5 Year Trial Rule Trial Date

Historic Cost

				\$3,507.37
Research Cost				\$4.60
Created: 4/3/2023 at 4:25 PM				
Trialworks TaskCode costs	Date Incurred 4/3/2023	Payee Thomson Reuters	Description billing period 1/1/23-1/31/23	

Process Server Fee				\$55.74
Created: 3/3/2023 at 11:39 AM				
Trialworks TaskCode costs	Payee OnCall	Docs  OCINV#309518A ES 2.24.23.pdf		
Date Incurred 2/24/2023	Description OCINV#309518A ES 2.24.23			

Process Server Fee				\$199.49
Created: 3/3/2023 at 11:23 AM				
Trialworks TaskCode costs	Payee OnCall	Docs  OCINV#309518 ES 2.24.23.pdf		
Date Incurred 2/24/2023	Description OCINV#309518 ES 2.24.23			

Filing Fee				\$85.96
Created: 12/29/2022 at 7:55 AM				
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04633521 ES 12.28.22.pdf		
Date Incurred 12/28/2022	Description OLINV#04633521 ES 12.28.22			

Filing Fee				\$22.28
Created: 12/29/2022 at 7:44 AM				
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04632314 ES 12.28.22.pdf		
Date Incurred 12/28/2022	Description OLINV#04632314 ES 12.28.22			

Filing Fee				\$106.81
Created: 11/18/2022 at 1:25 PM				
Trialworks TaskCode filing fee	Date Incurred 11/9/2022	Payee One Legal	Description OLINV#04520666 ES 11.9.22	

 OLINV#04520666 ES 11.9.22.pdf

Filing Fee

\$85.19

Created: 11/10/2022 at 12:47 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04519422 ES 11.9.22.pdf
Date Incurred 11/9/2022	Description OLINV#04519422 ES 11.9.22	

Research Cost

\$750.00

Created: 6/24/2022 at 8:16 AM

Trialworks TaskCode costs	Payee Berger Consulting	Description morales v eurostampa north america _ berger in-voice 6-23-2022 paid	Docs  morales v eurostampa north america _ berger invoice 6-23-2022 paid.pdf
Date Incurred 6/23/2022			

Filing Fee

\$84.16

Created: 6/23/2022 at 4:00 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04155424 ES 6.17.22.pdf
Date Incurred 6/17/2022	Description OLINV#04155424 ES 6.17.22	

Filing Fee

\$24.34

Created: 6/23/2022 at 3:50 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04152221 ES 6.17.22.pdf
Date Incurred 6/17/2022	Description OLINV#04152221 ES 6.17.22	

Filing Fee

\$82.62

Created: 5/2/2022 at 2:25 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04023012 ES 4.22.22.pdf
Date Incurred 4/22/2022	Description OLINV#04023012 ES 4.22.22	

Filing Fee

\$24.34

Created: 4/29/2022 at 1:50 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04020555 ES 4.22.22.pdf
Date Incurred 4/22/2022	Description OLINV#04020555 ES 4.22.22	

Filing Fee

\$20.22

Created: 4/6/2022 at 10:42 AM

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Date Incurred 4/5/2022	Description OLINV#03974942 ES 4.5.22	

Filing Fee

\$92.14

Created: 4/6/2022 at 10:37 AM

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Date Incurred 4/4/2022	Description OLINV#03974131 ES 4.4.22	

Process Server Fee

\$86.24

Created: 3/2/2022 at 1:21 PM

Trialworks TaskCode costs	Payee OnCall	Docs  OCINV#249479 Euro paid 2.28.22.pdf
Date Incurred 2/28/2022	Description OCINV#249479 Euro paid 2.28.22	

Filing Fee

\$80.30

Created: 2/16/2022 at 1:45 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#03838734 ES 2.4.22.pdf
Date Incurred 2/4/2022	Description OLINV#03838734 ES 2.4.22	

Filing Fee

\$81.07

Created: 2/11/2022 at 1:06 PM

Trialworks TaskCode filing fee	Date Incurred 2/3/2022	Payee One Legal	Description OLINV#03835517 ES 2.3.22
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Filing Fee

\$19.70

Created: 2/11/2022 at 10:08 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#03831173 ES 2.2.22.pdf
Date Incurred 2/2/2022	Description OLINV#03831173 ES 2.2.22	

Postage Cost

\$1.59

Created: 2/2/2022 at 1:56 PM

Trialworks TaskCode Postage Cost		Date Incurred 2/2/2022	Notes Pl's Ntc of CMC
Created: 2/2/2022 at 1:55 PM			\$1.50
Trialworks TaskCode Copies	Date Incurred 2/2/2022	Payee Paper Cut	Notes Pl's Ntc of CMC
Filing Fee			\$1,495.09
Created: 2/10/2022 at 12:18 PM			
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#03818214 Euro 1.27.22.pdf	
Date Incurred 1/27/2022	Description OLINV#03818214 Euro 1.27.22		
Postage Cost			\$21.99
Created: 1/27/2022 at 8:44 AM			
Trialworks TaskCode Postage Cost	Date Incurred 1/27/2022	Notes PAGA Letter	
Created: 1/27/2022 at 8:44 AM			\$1.20
Trialworks TaskCode Copies	Date Incurred 1/27/2022	Payee Paper Cut	Notes PAGA Letter
Filing Fee			\$75.00
Created: 1/27/2022 at 8:26 AM			
Trialworks TaskCode filing fee	Payee LWDA	Description Re State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation	Docs  Re State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation.pdf
Date Incurred 1/27/2022			
Postage Cost			\$5.80
Created: 1/6/2022 at 2:14 PM			
Trialworks TaskCode Postage Cost	Date Incurred 1/6/2022	Payee DocuSign	

(Proof of Submission to LWDA)

EXHIBIT "6"

(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 8, 2023, I served all interested parties in this action the following documents described as: **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:

William Zev Abramson, Esq.
ABRAMSON LABOR GROUP
3580 Wilshire Blvd., Ste 1260
Los Angeles, CA 90010-2513
wza@abramsonlabor.com

Andrew M. McNaught, Esq.
Robin E. Devaux, Esq.
SEYFARTH SHAW LLP
560 Mission Street., Ste 3100
San Francisco, CA 94105-2930
amcnaught@seyfarth.com
rdevaux@seyfarth.com

[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 8, 2023, at Los Angeles, California.



Taylor Gregg