

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

Attorneys for Plaintiffs and the aggrieved employees

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ALEJANDRO RIVERA RAMIREZ, an
individual, on behalf of himself and others
similarly situated,

PLAINTIFF,

v.

S&E GOURMET CUTS, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

Case No. CIVSB2201247

[Case Assigned for All Purposes to Hon. David
Cohn in Dept. S-26]

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

Date: October 11, 2023

Time: 8:30 a.m.

Dept.: S-26

Complaint Filed: January 20, 2022

FAC Filed: June 1, 2022

Trial Date: None Set

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

I, Kelsey M. Szamet, declare as follows:

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

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

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

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

9
0
1
2
3
4
5
6
7
8

5. On January 20, 2022, and in compliance with Labor Code § 2699.3(a)(1), Plaintiff Alejandro Rivera Ramirez provided written notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) that we would seek civil penalties under PAGA for violation of Labor Code §§ 201-203, 226(a), 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 558, 1194, 1197, 1198, and 2802.

6. On July 20, 2022, Plaintiff Alejandro Rivera Ramirez commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for alleged violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 1-2001; and California Code of Regulations, Title 8, Section 11010, and violation of Business & Professions Code § 17200.

1 (Hereafter the “Action.”)

2 7. On June 1, 2022, Plaintiff Alejandro Rivera Ramirez filed a First Amended Class
3 and Representative Action Complaint (“FAC”), adding an additional claim for penalties under
4 PAGA.

5 8. After being served with the Complaint, Defendant provided Plaintiff Alejandro
6 Rivera Ramirez with a bilateral arbitration agreement between him and Defendant.

7 9. Plaintiff Alejandro Rivera Ramirez and Defendant met and conferred regarding the
8 arbitration agreement and Plaintiff Alejandro Rivera Ramirez agreed that he was not able to pursue
9 his claims on a class basis.

10 10. Counsel for both Plaintiffs met and conferred and agreed to work together and jointly
11 prosecute the Action.

12 11. Plaintiffs did not receive any response from the LWDA to their formal written
13 notices. As Plaintiffs waited more than sixty-five (65) days from the January 20, 2022 and June 17,
14 2022 postmark dates of their written notices before filing their actions, Plaintiffs have complied with
15 all of the requirements set forth in Labor Code § 2699.3 to commence a representative action under
16 PAGA.

17 12. On September 15, 2023, Plaintiffs jointly filed a Second Representative Action
18 Complaint adding Matilde Valencia as a named Plaintiff and bringing only a single cause of action
19 for penalties¹ pursuant to Labor Code §2699, *et seq.* for alleged violations of Labor Code §§ 201-
20 203, 226(a), 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 558, 1194, 1197, 1198, and 2802. Once filed,
21 the Second Amended Complaint will be the operative complaint in the Action.

22 **THE DISCOVERY PROCESS AND MEDIATION**

23 13. Prior to mediation, the Parties engaged in informal fact discovery and exchanged
24 pertinent information to understand the nature of the allegations and the scope of potential liability.

25 14. Plaintiff requested relevant information such as a sampling of time and payroll data,
26 the number of pay periods and aggrieved employees at issue and any wage relevant policies.

27 _____
28 ¹ Both Plaintiffs executed mandatory arbitration agreements as discussed in the Joint Stipulation
discussed in Fn. 4.

15. Thereafter, the Parties engaged in the possibility of an early resolution before any formal discovery or law and motion practice began.

16. The Parties agreed to attend mediation and engaged in extensive informal pre-mediation discovery.

17. Prior to mediation, Defendant produced Plaintiffs' personnel records, time data, relevant policy documents, and pay data, which includes the number of pay periods and Allegedly Aggrieved Employees.

18. Based on Defendant's records, the data reveals that the number of Allegedly Aggrieved Employees is 202 (including Plaintiffs) and an estimated total of 5,500 Covered PAGA Pay Periods at issue.

19. On May 30, 2023, the Parties participated in an all-day mediation with the Honorable Amy D. Hogue (Ret.).

20. With the assistance of the mediator, the Parties reached a settlement in principle.

21. Thereafter, the Parties formalized the Settlement Agreement.

22. Thus, the Parties were able to reach a tentative settlement subject to the finalization of a formal Settlement Agreement and the approval of the Court.

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

THE SETTLEMENT

24. Under the Settlement Agreement, Defendant will pay the total sum of \$275,000.00 in full and final settlement of the PAGA claims.

25. Per the Agreement, the amount is allocated as follows:

Gross Settlement Amount: \$275,000.00

PAGA Counsel Fees Payment (1/3): \$91,666.67

PAGA Counsel Litigation Expenses \$20,000.00²
Payment:

Administrator Expenses Payment: \$8,000.00³

Litigation Enhancements to \$10,000.00⁴
Plaintiffs:

PAGA Penalties: \$145,333.33

(\$109,000.00 to the LWDA; \$40,495.87 to Allegedly Aggrieved Employees)

26. Each of the 202 Allegedly Aggrieved Employees shall receive a pro-rata portion of employees' share of PAGA penalties based on the number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees for Defendant during the PAGA Period.

27. The PAGA Period or Covered Period means the period from January 20, 2021 to the earlier of date of approval of the settlement by the Court or the last day of the pay period on which the number of covered pay periods reaches 5,775 (representing the estimated 5,500 pay periods plus a 5% buffer of 275 pay periods).

28. For settlement purposes, the Allegedly Aggrieved Employees are defined as "All persons who are employed or have been employed as a non-exempt employee by S&E Gourmet Cuts, Inc., in the State of California during the Covered Period."

RISKS AND EVALUATION OF THE SETTLEMENT

29. To help the Court evaluate the fairness of the Settlement, a discussion of the risk evaluation and discount taken follows. PAGA Counsel had to consider the arguments and defenses asserted by Defense Counsel.

² The settlement agreement provides for counsel to receive cost reimbursement of \$20,000.00. However, counsel's final costs come to \$18,365.65. (See Exhibit 5 attached hereto [Cost Report] and the Declaration of Scott Ernest Wheeler.) The extra \$1,634.35 will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than the \$36,333.33 contemplated in the settlement agreement.

³ The settlement agreement provides for administration costs not to exceed \$8,000.00. However, the administrator's actual costs are \$5,471.82. Attached hereto as Exhibit "7" is a true and correct copy of the Administrator's Bid. The remaining amount will go towards the net settlement amount for distribution to the Aggrieved Employees.

⁴ Plaintiffs Matilde and Valencia will each receive a \$5,000 enhancement.

1 30. PAGA Counsel also had to assess the risks of moving forward to trial and what this
2 Court would do in awarding penalties were Plaintiffs to prevail at trial.

3 31. Through meet and confer, private mediation, as well as negotiation efforts, Defendant
4 vigorously contested liability.

5 32. As to the meal periods claim, Plaintiffs allege that they and the aggrieved employees
6 were not provided with on time, uninterrupted 30-minute meal periods, nor were they free to leave
7 the premises.

8 33. Defendant contends that it maintains a compliant meal and rest period policy and
9 practice, trains its supervisors and employees to understand when meal periods should begin,
10 provides employees with ability to take timely uninterrupted meal periods of at least thirty minutes,
11 that employees are and were not restricted from leaving the premises during lunch and in fact did
12 leave the premises, and that many employees signed meal period waivers.

13 34. As to the wages/overtime claim, Plaintiffs alleged that they and the aggrieved
14 employees worked off the clock because they were required to arrive early to their shifts to prepare
15 and be available by cell phone during non-working hours.

16 35. Defendant argues that it maintains a policy and practice to record all time worked,
17 employees were instructed to clock-in as soon as employees came into work, and employees were
18 not required to be available during non-working hours.

19 36. As to the Section 2802 claim, Defendant contends that it provided all reimbursement
20 for all reasonable and necessary business expenses incurred, maintained a compliant policy and
21 practice of reimbursing reasonable and necessary business expenses, and if Plaintiff Ramirez chose
22 not to seek reimbursement for business expenses he alleges to have incurred, that was on his own
23 volition.

24 37. The same risk analysis would apply to the derivative claims.

25 38. PAGA Counsel anticipated that, at trial, Defendant could make potentially persuasive
26 arguments that: (1) all Allegedly Aggrieved Employees were properly paid in accordance with
27 Defendant's lawful policies and practices, and that allegedly aggrieved employees were not required
28 to work off the clock; (2) all Allegedly Aggrieved Employees were provided with meal and rest

1 break areas in compliance with California law; (3) until this Lawsuit was filed, no Allegedly
2 Aggrieved Employees had complained about any alleged failure to reimburse the cost of using any
3 cell phones and vehicles; and (4) none of the Allegedly Aggrieved Employees suffered any harm
4 from or actual damage as a result of the conduct that forms the basis for Plaintiffs' allegations. All
5 of which, Defendant would argue, should mitigate in favor of significantly reducing any PAGA
6 penalties if not outright defeat the claims. While Plaintiffs disagree that Defendant's analysis is
7 correct or persuasive, PAGA Counsel had to consider the foregoing facts and arguments and how
8 they might impact any potential judgement ultimately awarded to the Allegedly Aggrieved
9 Employees.

10 39. In light of these factual disputes and the accompanying significant risks, and the fact
11 that PAGA gives the Court broad discretion to reduce any penalties ultimately awarded, PAGA
12 Counsel determined that the Gross Settlement Amount of \$275,000.00 was fair and reasonable.

13 40. For purposes of mediation, Plaintiffs retained an expert to analyze the time and pay
14 data produced by Defendant.

15 41. Plaintiffs' expert determined that Defendant's maximum exposure for the PAGA
16 claims for the aggrieved employees is \$3,566,400.

17 **ATTORNEY COMPETENCE**

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

25 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
26 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
27 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

28 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In

- 1 December 2005, Honorable Rita Miller granted final approval of Settlement in the
2 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 3 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
4 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
5 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 6 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
7 2008, the Honorable Mary Thornton House granted final approval of Settlement in
8 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
9 33 1/3%.
- 10 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
11 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
12 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
13 33.3%.
- 14 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
15 March 2012, the Honorable James P. Kleinberg granted final approval of Settlement
16 in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request
17 of 33.3%.
- 18 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
19 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
20 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
21 court granted attorneys' fees request of 38%.
- 22 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
23 2014, the Honorable William F. Highberger granted final approval of Settlement in
24 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
25 33.33%.
- 26 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
27 00705 AWI/LT). This certified class action was approved for final settlement by
28 the Honorable Anthony W. Ishii in October 2015, in the gross amount of

- 1 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- 2 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.
- 3 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
- 4 in the gross amount of \$995,000.00, and the court granted attorney's fees request
- 5 of 33.33%.
- 6 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
- 7 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
- 8 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's
- 9 fees.
- 10 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
- 11 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
- 12 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
- 13 33.33%.
- 14 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was
- 15 proposed for final settlement by the Honorable Richard L. Fruin on February 19,
- 16 2016, in the gross amount of \$5,250,000.
- 17 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).
- 18 The matter was approved for final settlement by the Honorable Lee Smally Edmund
- 19 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
- 20 38%.
- 21 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
- 22 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
- 23 matter was approved for final settlement by the Honorable Anthony W. Ishii in
- 24 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
- 25 attorney's fees benchmark award of \$1,525,000.
- 26 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
- 27 15-101333). The matter was approved for final settlement before the Hon. Stephen
- 28 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with

attorneys' fees request of 33.33%.

43. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000 and since that time has been appointed PAGA 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 17 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

- a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927), approved for Class Certification in 2011.*
- b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley as PAGA Counsel).
- c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley as PAGA Counsel).
- d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley as PAGA Counsel).
- e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214), contested class certification granted in June 2020.
- f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.
- g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.
- h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020

44. After factoring in the risks explained above, I believe that the proposed settlement is fair and reasonable. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5

6
7
8
9
0
1
2

3
4
5
6
7
8
9
0
1
2
3
4
5
6

7
8

1 cases on contingency, and has been affected by recent bankruptcy filings. In three separate cases,
2 *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct. filed
3 Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San Bernardino
4 Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection in June 2011
5 and January 2015 after years of litigation. My firm, including the Wheeler Firm, advanced costs and
6 incurred thousands of dollars in fees that will never be recovered.

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

13 50. When PAGA Counsel's motions for class certification are denied, PAGA Counsel
14 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*, 553
15 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct. App.
16 2012)) and other times PAGA Counsel is unsuccessful (*Prosad v. Del Taco Restaurant Services,*
17 *Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

- 25 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
26 pharmaceutical sales representatives are exempt employees affirmed);
27 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
28 court ruling in employer's favor that certain employees can share in mandatory tip

- 1 pool affirmed);
- 2 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
- 3 ruling in employer's favor that certain employees can share in mandatory tip pool
- 4 affirmed);
- 5 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
- 6 employer's favor approving employer's commission pay plan affirmed) ;
- 7 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
- 8 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
- 9 employees affirmed);
- 10 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
- 11 that pharmaceutical sales representatives are exempt employees affirmed);
- 12 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
- 13 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
- 14 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
- 15 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
- 16 Supreme Court affirmed lower court);
- 17 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
- 18 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
- 19 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
- 20 arbitration affirmed);
- 21 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
- 22 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
- 23 affirmed);
- 24 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
- 25 in part and affirming in part trial courts order compelling arbitration);
- 26 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
- 27 summary judgement in favor of employer on wage statement claim);
- 28 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.

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

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

PAGA COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

54. Here, a lodestar cross-check confirms that the percentage requested is reasonable. The Kingsley Firm has an aggregate lodestar in the amount of \$56,710.25 which represents 78.85 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiffs' instant Motion.

55. PAGA Counsel also anticipates an additional ten hours of future time through the hearing and the administration process.

56. As such, PAGA Counsel is asking for a lodestar multiplier of 0.95.

57. The amount of time spent on this case (134.45 hours), which culminated in a very favorable proposed Settlement for the Allegedly Aggrieved Employees, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

1 58. PAGA Counsel litigated this action with great efficiency in light of the amount of
2 work required to achieve the Settlement.

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

4 60. PAGA Counsel's hourly rates are fully supported by their experience and reputation
5 in handling complex employment litigation, including wage and hour class actions.

6 61. Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action
7 lawsuits.

8 62. He has litigated several hundred such cases, including at the appellate level at the
9 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
10 Appeal.

11 63. He is also a prolific speaker at various seminars on employment law and has
12 contributed to legal publications on employment topics.

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

17 65. My office billed for the following three attorneys for work performed on this case:
18 Eric Kingsley, Jessica Bulaon, and me.

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

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

26 68. Co-PAGA Counsel's experience and time for work performed on this case is detailed
27 in the concurrently filed Declaration of Scott Ernest Wheeler.

28 69. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*

New Mark: \$1,500 an Hour states that “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.” The article also explains that “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.” 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.

70. PAGA Counsel’s charged rates are commensurate with the prevailing market rates in San Bernardino County for attorneys of comparable experience and skill handling complex litigation.

71. Furthermore, PAGA 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.⁵

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

73. Finally, PAGA Counsel’s rates are in line with the 2023-2024 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley and Mr. Wheeler, is \$1,057, a reasonable rate for an attorney with 12 years of experience, such as myself, is \$878, and a reasonable rate for an attorney with 1-3 years of experience, such as Ms. Bulaon is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

74. 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>
-----------------	--------------	--------------------	---------------

⁵ The Court should also note that other California courts approved many of these same rates over 15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based on counsel’s knowledge, skill, experience and reputation].)

Eric B. Kingsley	14.90	\$990.00	\$14,751.00
Kelsey M. Szamet	51.40	\$715.00	\$36,751.00
Jessica Bulaon	12.55	\$415.00	\$5,208.25
KINGSLEY TOTAL ATTORNEYS' FEES	78.85		\$56,710.25

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Scott Ernest Wheeler	45.60	\$875.00	\$39,900.00
WHEELER TOTAL ATTORNEYS' FEES	45.60		\$39,900.00

75. The aggregate lodestar and hours of work performed in this case for both firms are:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
KINGSLEY & KINGSLEY	78.85	\$990.00	\$56,710.25
LAW OFFICE OF SCOTT ENREST WHEELER	45.60	\$715.00	\$39,900.00
KINGSLEY TOTAL ATTORNEYS' FEES	134.45⁶		\$96,610.25⁷

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

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure;
- e. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- f. regular meetings and or communicating with the named Plaintiff;

⁶ PAGA Counsel's current hours are 124.45. However, PAGA Counsel also anticipates an additional ten hours of future time through the hearing and the administration process. As such, PAGA Counsel is reporting a total of 134.45 hours.

⁷ PAGA Counsel entered into a written co-counsel fee sharing agreement, acknowledged by each of the Plaintiffs, that provides the two firms will split any fee recovery awarded by the Court. The fee sharing arrangements will not diminish the payments to the Plaintiffs and aggrieved employees. A true and correct copy of the fee sharing agreement is attached hereto as Exhibit "6".

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

77. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 0.95

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

78. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses as discussed in detail above. Were this case to proceed, Defendant would have a strong incentive to litigate tenaciously.

79. There are genuine issues in dispute. (*Ibid.*) Furthermore, PAGA Counsel was able to obtain close to the full value for this case.

80. As discussed above, PAGA Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter.

81. To achieve the ultimate result in this case, my firm had to incur substantial risk and expense, and were precluded from taking other fee generating employment for a total of 124.45 hours of attorney time.

82. This matter had been handled purely on a contingency fee basis and both firms have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant

1 firm resources to prosecution of this matter.

2 83. PAGA Counsel believe this is an exceptional result that has been well received by
3 the Allegedly Aggrieved Employees.

4 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
5 **COSTS**

6 84. In addition to their request for fees, PAGA Counsel further request reimbursement
7 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
8 litigation, in the amount of \$18,365.65.

9 85. To date, Kingsley and Kingsley has incurred \$17,765.65 in costs.

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

12 87. As such, counsel is requesting a cost reimbursement of \$18,365.65.

13 88. All of the requested costs are reasonable in amount and were necessarily incurred by
14 PAGA Counsel in prosecuting this litigation. A true and correct copy of Kingsley & Kingsley's cost
15 ledger is attached hereto as Exhibit "5". The Wheeler Firm's itemized cost report is detailed in the
16 concurrently filed Declaration of Scott Ernest Wheeler.

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

20 90. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
21 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
22 should approve the request for reimbursement in the amount of \$18,365.65.

23 **ENHANCEMENTS TO PLAINTIFFS RAMIREZ AND VALENCIA**

24 91. The Settlement Agreement calls for enhancement payments of \$5,000.00 each to
25 Plaintiff Ramirez and Plaintiff Valencia to be paid from the Maximum Settlement Amount.

26 92. The time spent by Alejandro Ramirez and Matilde Valencia include identifying
27 competent counsel, providing information to PAGA Counsel regarding all relevant employment
28 experience, compiling documents, conducting several meetings and conferences with PAGA

1 Counsel to discuss the status of the case and the theories of liability, and reviewing settlement
2 documents. Plaintiffs have also agreed to a broader release than the Aggrieved Employees and
3 expressly waived the rights provided under California Civil Code section 1542.

4 93. PAGA Counsel considers this to be a fair and reasonable enhancement.

5 94. The enhancement takes into consideration the time, effort, risks, and expense
6 incurred by Plaintiff in coming forward to litigate this matter on behalf of all Aggrieved Employees.

7 **PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT**

8 **AGENCY**

9 95. As indicated on the Proof of Service, Plaintiff's Motion for Approval of
10 Representative Action Settlement ("Motion"), and all supporting documents, will be concurrently
11 uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this
12 Motion, and all supporting documents, are filed as required by statute. Proof of submission of this
13 Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached
14 to the Declaration of Kelsey M. Szamet as Exhibit "8".

15 96.

16 **EXHIBITS**

17 97. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed PAGA
18 Settlement Agreement.

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

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

23 100. Attached hereto as Exhibit "4" is a true and correct copy of the 2022-2034 Adjusted
24 Laffey Matrix.

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

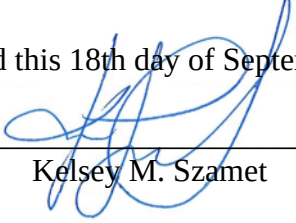
27 102. Attached hereto as Exhibit "6" is a true and correct copy of PAGA Counsel's attorney
28 fee sharing agreement.

1 103. Attached hereto as Exhibit "7" is a true and correct copy of the Administrator's, Xpand
2 Legal, bid.

3 104. Attached hereto as Exhibit "8" is a true and correct copy of the proof of
4 submission to the LWDA as referenced above.

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

7 This declaration was executed this 18th day of September, 2023, in Altadena, California.

8
9 

Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs ALEJANDRO RIVERA RAMIREZ and MATILDE VALENCIA (“Plaintiffs”) and Defendant S&E GOURMET CUTS, INC. (“S&E GOURMET CUTS, INC.”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against S&E GOURMET CUTS, INC captioned *ALEJANDRO RIVERA RAMIREZ and MATILDE VALENCIA, individuals on behalf of themselves and others similarly situated v. S&E GOURMET CUTS, INC.; and DOES 1 thru 50, inclusive*, Case No. CIVSB2201247 initiated on January 20, 2022 and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means Xpand Legal Consulting, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Allegedly Aggrieved Employee” means All persons who are employed or have been employed as a non-exempt employee by S&E GOURMET CUTS, INC., in the State of California during the Covered Period (“Allegedly Aggrieved Employees”).
- 1.5. “Allegedly Aggrieved Employee Data” means Allegedly Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Allegedly Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Allegedly Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Allegedly Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Bernardino.
- 1.8. “Defense Counsel” means Buchalter, A Professional Corporation.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the

Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.10. “Gross Settlement” means \$275,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay any and all payments contemplated herein, including but not limited to: attorneys’ fees and litigation costs of Plaintiffs’ counsel, enhancement payment to Plaintiffs Alejandro Rivera Ramirez and Matilde Valencia, settlement administration fees, and Private Attorneys General Act (“PAGA”) penalties payable to the State of California, including the payment of Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Allegedly Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Allegedly Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Allegedly Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Kingsley & Kingsley, APC, and the Law Offices of Scott Ernest Wheeler, the attorneys representing the Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. “PAGA Period” or “Covered Period” or “Release Period” means January 20, 2021 to the earlier of date of approval of the settlement by the Court or the last day of the pay period on which the number of covered pay periods reaches 5,775 (representing the estimated 5,500 pay periods plus a 5% buffer of 275 pay periods).

- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s January 20, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “Plaintiffs” mean Alejandro Rivera Ramirez and Matilde Valencia, the named plaintiffs in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” (applicable to Plaintiff and all Allegedly Aggrieved Employees) shall be: penalties Pursuant to Labor Code §2699, et seq. for violations of violations of Labor Code §201-203, 226(a), 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 558, 1194, 1197, 1198, and 2802, based on the facts alleged in the current operative complaints in both cases.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendant” means named Defendant S&E Gourmet Cuts, Inc.

2. RECITALS.

- 2.1. On July 20, 2022, Plaintiff Alejandro Rivera Ramirez commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of Labor Code §§201, 202, 203, 225(a), 226.7, 512, and 2802; Wage Order 1-2001; and California Code of Regulations, Title 8, Section 11010, and violation of Business & Professions Code § 17200. On June 1, 2022, Plaintiff Alejandro Rivera Ramirez filed a First Amended Class and Representative Action Complaint for penalties under Labor Code § 2699 et seq., the Private Attorneys General Act (“PAGA”). On September 7, 2023, Plaintiffs filed a Second Representative Action Complaint adding Matilde Valencia as a named Plaintiff and bringing only a single cause of action for penalties Pursuant to Labor Code §2699, et seq. for violations of Labor Code §201-203, 226(a), 226.7, 246, 248.1, 248.2, 248.6, 510, 512, 558, 1194, 1197, 1198, and 2802. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to

comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On or around May 30, 2023, the Parties attended a full day of mediation before Hon. Amy Hogue (Ret.) to resolve the PAGA claim asserted by Plaintiffs and came to an agreement in principle.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery for purposes of mediation, timekeeping and pay records for Plaintiffs and the Allegedly Aggrieved Employees.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than the PAGA representative action separately filed by Matilde Valencia in San Bernardino Superior Court (Case No. CIVSB2219901) which will be dismissed by Plaintiff Valencia upon her being added to the instant action by way of the Second Amended Complaint.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$275,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$91,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. The agreement among PAGA Counsel pursuant to Rule 1.5.1 of the Cal. Rules of Prof. Conduct regarding the allocation of this fee amount is solely their responsibility and shall not impact this Settlement. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net

Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$8,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the Name Plaintiffs: An Enhancement Payment not to exceed \$5,000.00 per Plaintiff (\$10,000 in total) to each of the Named Plaintiffs for taking on the role of lead Plaintiffs and for their full general release of any and all claims against Defendants. If any part of the Enhancement Payment is not approved or is reduced by the Court, any amount not approved shall be returned to the Net Settlement Amount.
- 3.2.4. To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties are currently estimated in the amount of \$145,333.33 and shall be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Period Pay Periods. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
 - 3.2.4.3. Tax Allocation of Individual PAGA Payments. As this is an action only to recover civil penalties under PAGA, each Allegedly Aggrieved Employee's Individual PAGA Payment shall be allocated as 100% penalties and will be reported on IRS 1099 Forms as necessary. If required by law, the Allegedly Aggrieved Employees shall receive an IRS Form 1099 for the full amount paid

to them, which shall be provided by the Administrator. The Parties do not anticipate that Defendant will be responsible for any employer share of payroll taxes based on this allocation, but should there be any employer side taxes due, Defendant shall pay those taxes in addition to the Gross Settlement. Allegedly Aggrieved Employees assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. **Allegedly Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendant estimates there are 202 Allegedly Aggrieved Employees who worked a total of approximately 5,500 of PAGA Pay Periods.
- 4.2. **Allegedly Aggrieved Employee Data.** Within 30 days, Defendant will deliver the Allegedly Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Allegedly Aggrieved Employee' privacy rights, the Administrator must maintain the Allegedly Aggrieved Employee Data in confidence, use the Allegedly Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Allegedly Aggrieved Employee Data to Administrator employees who need access to the Allegedly Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Allegedly Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Allegedly Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Allegedly Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Allegedly Aggrieved Employee Data.
- 4.3. **Funding of Gross Settlement.** Defendant shall deposit the Gross Settlement by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.4. **Payments from the Gross Settlement.** Within 14 days after Defendant funds the Gross Settlement, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Allegedly Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the

Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Allegedly Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Allegedly Aggrieved Employee. If the Court does not approve of such, the unclaimed funds shall be remitted to an agreed upon cy pres beneficiary.

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

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

5.1 Release by Allegedly Aggrieved Employees: All Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice including for penalties pursuant to Labor Code §2699, et seq., including in particular: (1) all PAGA penalties, under any legal theory of liability, for failure to provide meal periods and/or the failure to properly calculate and pay any premiums owed and/or paid pursuant to California *Labor Code* sections 226.7 and 512 and the IWC Wage Orders; (2) all PAGA penalties, under any legal theory of liability, for failure to provide rest periods and/or the failure to properly calculate and pay any premiums owed and/or paid pursuant to California *Labor Code* sections 226.7 and 512 and the IWC Wage Orders; (3) all PAGA penalties, under any legal theory of liability, for the failure to pay minimum wage pursuant to California *Labor Code* sections 510, 1194, 1197, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; (4) all PAGA penalties, under

any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California *Labor Code* sections 510, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; (5) all PAGA penalties, under any legal theory of liability, for any penalties of any kind arising from an alleged failure to pay final wages or other amounts allegedly owed pursuant to California *Labor Code* sections 201-203; (6) all PAGA penalties, under any legal theory of liability, for any penalties of any kind arising from any alleged wage statement violations pursuant to California *Labor Code* sections 226 and 226.3; (7) all PAGA penalties, under any legal theory of liability, for any penalties of any kind arising from any alleged failure to maintain required records pursuant to California *Labor Code* sections 226, 1174, and 1174.5, and the IWC Wage Orders; (8) all PAGA penalties, under any legal theory of liability, for any penalties of any kind arising from any alleged failure to pay COVID-19 supplemental sick leave or failure to include it on a wage statement pursuant to California *Labor Code* sections 246, 248.1, 248.2, and 248.6, *et seq.*; and (9) all PAGA penalties, under any legal theory of liability, for failure to reimburse reasonable business expenses pursuant to California *Labor Code* section 2802.

- 5.2 Named Plaintiffs' Release: In addition to the release made in Section 5.1, Named Plaintiffs make the additional following general release of all claims, whether known or unknown. Named Plaintiffs release Defendant, and each of its respective subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with Named Plaintiffs' employment with Defendant as well as any and all acts or omissions by or on the part of Defendants. (The release set forth in this Paragraph B shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the Court's Final Approval of the Settlement, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California *Civil Code*, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Allegedly Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Allegedly Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Allegedly Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement,

PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES .** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 202 Allegedly Aggrieved Employees who worked approximately 5,500 Pay Periods during the PAGA Period. However, if the number of pay periods reflected in this Settlement Agreement increases by more than 5% once verified by the Administrator when the data is sent to the Administrator in connection with administration of the settlement after the Effective Date, the Covered Period shall end on the last day of the pay period covering the date when the 5% threshold is met.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new

trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

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

demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

To Plaintiff:

Kingsley & Kingsley, APC
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

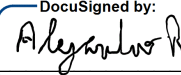
Law Office Of Scott Ernest Wheeler
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711

To Defendant:

Buchalter, A Professional Corporation
Josh Mizrahi
Graham Lambert
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: September 12, 2023

DocuSigned by:
By: 
PLAINTIFF Alejandro Rivera Ramirez

DATED: _____

By: _____
PLAINTIFF Matilde Valencia

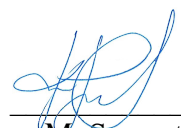
DATED: _____

By: _____
DEFENDANT S&E GOURMET CUTS, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: September 12, 2023

KINGSLEY & KINGSLEY, APC

By: 
Kelsey M. Szamet
Attorneys for Plaintiff Alejandro Rivera Ramirez

DATED: _____

LAW OFFICES OF SCOTT ERNEST WHEELER

By: _____
Scott Ernest Wheeler
Attorneys for Plaintiff Matilde Valencia

DATED: _____

BUCHALTER, A PROFESSIONAL
CORPORATION

By: _____
Josh Mizrahi
Graham Lambert
Attorneys for Defendant

DATED: _____

By: _____
PLAINTIFF Alejandro Rivera Ramirez

9/15/2023
DATED: _____

DocuSigned by:
Matilde Valencia
5D63004AB8B442A...

By: _____
PLAINTIFF Matilde Valencia

DATED: 09/15/2023

By: 
DEFENDANT S&E GOURMET CUTS, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: _____

KINGSLEY & KINGSLEY, APC

By: _____
Kelsey M. Szamet
Attorneys for Plaintiff Alejandro Rivera Ramirez

DATED: Sept. 17, 2023

LAW OFFICES OF SCOTT ERNEST WHEELER

By: 
Scott Ernest Wheeler
Attorneys for Plaintiff Matilde Valencia

DATED: 9/15/23

BUCHALTER, A PROFESSIONAL
CORPORATION

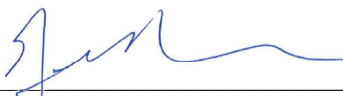
By: 
Josh Mizrahi
Graham Lambert
Attorneys for Defendant

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

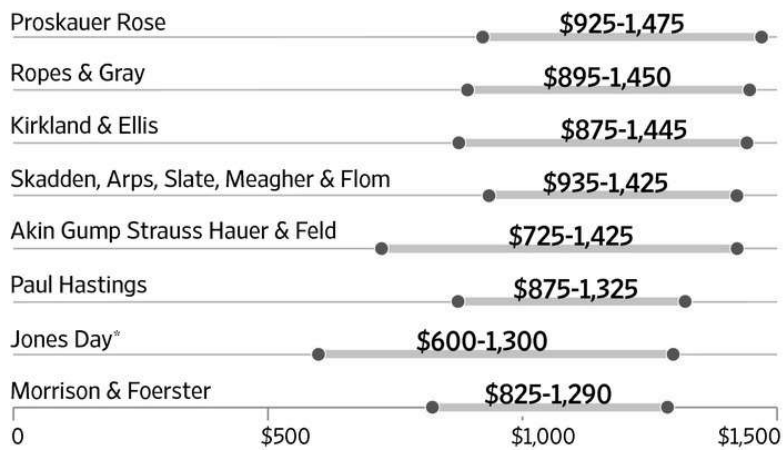
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

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

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

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
----------------	--------	------	-------	-------	-------	-------	-------

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

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

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

EXHIBIT "5"



S&E Gourmet Cuts, Inc. adv. Rivera Ramirez, Alejandro

Alejandro Rivera Ramirez • [REDACTED] • [REDACTED]

Historic Cost

\$16,188.09

Mediation Cost

\$3,250.00

Created: 4/28/2022 at 9:33 AM

Trialworks TaskCode
costs

Payee
Lemke Mediation

Description
Lemke Mediation PL Invoice paid 4.28.22 check number 14895

Docs
 Lemke Mediation PL Invoice paid 4.28.22.pdf ▾

Postage Cost

\$5.80

Created: 12/3/2021 at 11:54 AM

Trialworks TaskCode
Postage Cost

Date Incurred
11/19/2021

Payee
DocuSign

Postage Cost

\$7.33

Created: 11/24/2021 at 11:39 AM

Trialworks TaskCode
Postage Cost

Date Incurred
11/24/2021

Notes
records request

Created: 11/24/2021 at 11:39 AM

\$0.20

Trialworks TaskCode
Copies

Date Incurred
11/24/2021

Payee
Paper Cut

Filing Fee

\$75.00

Created: 1/20/2022 at 9:29 AM

Trialworks TaskCode
filing fee

Date Incurred
1/20/2022

Payee
LWDA

Description
State of California - Department of Industrial Relations Customer Receipt _
Purchase Confirmation S&E Gourmet

Docs
 State of California - Department of Industrial Relations Customer ... ▾

Created: 1/20/2022 at 11:20 AM		\$0.60
Trialworks TaskCode Copies	Payee Paper Cut	
Date Incurred 1/20/2022	Notes PAGA Letter	

Postage Cost		\$14.66
Created: 1/20/2022 at 11:20 AM		
Trialworks TaskCode Postage Cost	Notes PAGA Letters via cert mailing	
Date Incurred 1/20/2022		

Filing Fee		\$1,567.41
Created: 3/4/2022 at 1:47 PM		
Trialworks TaskCode filing fee	Description OLINV#03870698 S&E 2.18.22	
Date Incurred 2/18/2022	Docs  OLINV#03870698 S&E 2.18.22.pdf ▾	
Payee One Legal		

Process Server Fee		\$135.24
Created: 3/17/2022 at 9:30 AM		
Trialworks TaskCode costs	Description OCINV#253364 S&E 3.3.22	
Date Incurred 3/3/2022	Docs  OCVN#253364 S&E 3.3.22.pdf ▾	
Payee OnCall		

Filing Fee		\$140.01
Created: 3/17/2022 at 11:15 AM		
Trialworks TaskCode filing fee	Description OLINV#03918429 S&E 3.10.22	
Date Incurred 3/10/2022	Docs  OLINV#03918429 S&E 3.10.22.pdf ▾	
Payee One Legal		

Filing Fee		\$113.76
Created: 4/6/2022 at 9:23 AM		

Trialworks TaskCode filing fee Date Incurred 3/28/2022 Payee One Legal	Description OLINV#03959471 S&E 3.28.22 Docs  OLINV#03959471 S&E 3.28.22.pdf ▼
--	--

Filing Fee

\$241.78

Created: 4/14/2022 at 12:36 PM

Trialworks TaskCode filing fee Date Incurred 4/5/2022 Payee OnCall	Description OCINV# S&E 4.5.22 Docs  OCINV# S&E 4.5.22.pdf ▼
--	--

Filing Fee

\$119.68

Created: 4/7/2022 at 12:10 PM

Trialworks TaskCode filing fee Date Incurred 4/6/2022 Payee One Legal	Description OLINV#03981407 S&E 4.6.22 Docs  OLINV#03981407 S&E 4.6.22.pdf ▼
---	--

Postage Cost

\$5.80

Created: 4/27/2022 at 5:11 PM

Trialworks TaskCode Postage Cost Date Incurred 4/27/2022	Payee DocuSign
--	--

Postage Cost

\$0.53

Created: 4/28/2022 at 1:36 PM

Trialworks TaskCode costs Date Incurred 4/28/2022	Payee postage Description postage
---	---

Filing Fee

\$121.22

Created: 5/26/2022 at 3:34 PM

Trialworks TaskCode filing fee Date Incurred 5/17/2022 Payee One Legal	Description OLINV#04081479 S&E 5.17.22 Docs  OLINV#04081479 S&E 5.17.22.pdf ▼
--	--

Court Cost

\$94.00

Created: 6/17/2022 at 9:35 AM

Trialworks TaskCode costs Date Incurred 6/1/2022 Payee Courtcall	Description Courtcall Notes HD: 5/31/22
--	---

Filing Fee

\$185.31

Created: 10/5/2022 at 3:36 PM

Trialworks TaskCode filing fee Date Incurred 9/21/2022 Payee One Legal	Description OLINV#04389484 S&E 9.21.22 Docs  OLINV#04389484 S&E 9.21.22.pdf ▼
--	--

Filing Fee

\$118.91

Created: 12/27/2022 at 1:41 PM

Trialworks TaskCode filing fee Date Incurred 12/1/2022 Payee One Legal	Description OLINV#04570170 S&E 12.1.22 Docs  OLINV#04570170 S&E 12.1.22.pdf ▼
--	--

Research Cost

\$15.17

Created: 2/21/2023 at 10:02 AM

Trialworks TaskCode costs Date Incurred 12/1/2022	Payee Thomson Reuters Description billing period of 12.1.22-12.31.22
---	--

Court Cost

\$94.00

Created: 12/29/2022 at 4:25 PM

Trialworks TaskCode costs Date Incurred 12/2/2022 Payee Courtcall Description Courtcall Notes HD: 12/1/22
--

Filing Fee

\$117.11

Created: 12/29/2022 at 7:50 AM

Trialworks TaskCode filing fee Date Incurred 12/28/2022 Payee One Legal Description OLINV#04633276 S&E 12.28.22 Docs  OLINV#04633276 S&E 12.28.22.pdf ▼

Mediation Cost

\$7,450.00

Created: 3/8/2023 at 12:12 PM

Trialworks TaskCode cost Date Incurred 3/8/2023 Payee Signature Resolution Description Signature Resolution INV#43606 RE S&E Gourmet paid 3.8.23 Docs  Credit Card Receipt - Ramirez v S&E.pdf ▼  Signature Resolution INV#43606 RE S&E Gourmet paid 3.8.23.pdf ▼

Postage Cost

\$5.80

Created: 4/6/2023 at 5:42 PM

Trialworks TaskCode Postage Cost Date Incurred 3/10/2023 Payee DocuSign
--

Court Cost

\$7.50

Created: 5/23/2023 at 1:27 PM

Trialworks TaskCode costs Date Incurred 5/10/2023 Payee SB online document fee Description WebPaymentReceipt_SB Court S&E 5.10.23 Docs  WebPaymentReceipt_SB Court S&E 5.10.23.pdf ▼
--

Filing Fee

\$117.11

Created: 5/25/2023 at 3:49 PM

Trialworks TaskCode filing fee Date Incurred 5/18/2023 Payee One Legal	Description OLINV#05003899 S&E 5.18.23 Docs  OLINV#05003899 S&E 5.18.23.pdf ▼
--	---

Court Cost

\$72.00

Created: 6/22/2023 at 2:03 PM

Trialworks TaskCode costs Date Incurred 6/2/2023 Payee Courtcall	Description Courtcall Notes HD: 6/1/23
--	--

Research Cost

\$1,710.00

Created: 6/8/2023 at 2:37 PM

Trialworks TaskCode costs Date Incurred 6/8/2023	Payee Berger Consulting Description Payment confirmation: Invoice #BCG8739
--	--

Postage Cost

\$5.80

Created: 7/5/2023 at 3:06 PM

Trialworks TaskCode Postage Cost Date Incurred 6/29/2023	Payee DocuSign
--	--

Court Cost

\$2.50

Created: 9/7/2023 at 2:55 PM

Trialworks TaskCode costs Date Incurred 9/6/2023 Payee Doc retrieval online	Description WebPaymentReceipt_20230906162142057_236565622 S&E Docs  WebPaymentReceipt_20230906162142057_236565622 S&E.pdf ▼
---	---

Court Cost

\$2.00

Created: 9/7/2023 at 2:58 PM

Trialworks TaskCode costs	Date Incurred 9/6/2023
---	--

9/15/23, 7:35 PM

Filevine - S&E Gourmet Cuts, Inc. adv. Rivera Ramirez, Alejandro

Payee Doc retrieval online Description WebPaymentReceipt_2023090616182183_236565305 S&E	Docs  WebPaymentReceipt_2023090616182183_236565305 S&E.pdf ▼
---	--

Filing Fee

\$172.18

Created: 9/14/2023 at 1:03 PM

Trialworks TaskCode

filing fee

Date Incurred

9/11/2023

Payee

One Legal

Description

OLINV#05305906 S&E 9.11.23

Docs

 OLINV#05305906 S&E 9.11.23.pdf

▼

Filing Fee

\$213.88

Created: 9/14/2023 at 1:14 PM

Trialworks TaskCode

filing fee

Date Incurred

9/11/2023

Payee

One Legal

Description

OLINV#05306029 S&E 9.11.23

Docs

 OLINV#05306029 S&E 9.11.23.pdf

▼

Postage Cost

\$5.80

Created: 9/12/2023 at 1:21 PM

Trialworks TaskCode

Postage Cost

Date Incurred

9/12/2023

Payee

DocuSign

Description

Settlement Agreement

EXHIBIT "6"

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

Kingsley & Kingsley, APC (“K&K”) on the one hand, and Law Office of Scott Ernest Wheeler (“LOSEW”) on the other hand (collectively “Co-Counsel”) enter into this Agreement to work together in the matters of Alejandro Rivera Ramirez against Defendant S&E Gourmet Cuts, Inc. – CIVSB2201247 and Matilde Valencia against Defendant S&E Gourmet Cuts, Inc., a California corporation – CIVSB2219901 (collectively, “the Action”).

The purpose of this agreement is to memorialize the fee-sharing arrangement between Co-Counsel, and the scope of their duties regarding the Action, and their representation of Plaintiff Alejandro Rivera Ramirez and Plaintiff Matilde Valencia (collectively, “Plaintiffs”). By this agreement and in consideration of the mutual promises set forth below, Co-Counsel agree to the following terms:

- 1) Co-Counsel acknowledge that, in order to jointly litigate the Action, they will need to exchange certain materials and information, the contents of which may be or include material protected by the attorney client privilege, the work product privilege, or other state and federal statutory and common law rights and privileges, including but not limited to factual material, mental impressions, documents, memoranda, and interview and investigative reports. Co-Counsel wish to pursue their common interests cooperatively without waiving any privilege or protection as to any communication or work product. Any and all materials and communications exchanged among Co-Counsel in connection with the litigation shall be exchanged pursuant to a common interest privilege and are protected from disclosure from any third party without the express consent of the Co-Counsel. The disclosure of materials and communications pursuant to this Agreement shall not constitute a waiver of any privilege or protection.
- 2) Co-Counsel pledge that they will not seek to prosecute the Action alone or with any other Co-Counsel firm or other firm without the express written consent of the other Co-Counsel and Plaintiffs.
- 3) Co-Counsel will vigorously prosecute the Action. Co-Counsel will coordinate all litigation work assignments in order to avoid unnecessary duplication, and will develop and implement a coherent, consistent litigation strategy. Co-Counsel will consult with each other regarding major strategy decisions and work assignments, including but not limited to the type of relief to accept in any future settlement of the case. It is anticipated that both Co-Counsel firms will be actively involved in the Action and share the workload.
- 4) Co-Counsel and Plaintiffs hereby acknowledge and agree that any eventual award of attorneys’ fees that is recovered in connection with the resolution of this action, either by settlement, arbitration, judgment or otherwise, shall be divided between Co-Counsel as follows:
 - A) 75% to K&K and 25% to LOSEW, whether based on a percentage of the common fund or lodestar.
 - B) Co-Counsel shall each maintain a complete and accurate contemporaneous record of

time devoted to the investigation and prosecution of this action, recorded with the time expended, for each attorney and other timekeeper and each specific activity.

- 5) If there is any recovery in this matter, all outstanding reported Recoverable Costs shall be reimbursed in full prior to any distribution of attorneys' fees. For purposes of this Agreement, the term "Recoverable Costs" is defined as filing fees, other court fees, certified reporters' fees, other fees in connection with depositions, interpreters' fees, fees for service of process, consultant fees, witness fees, payments to expert witnesses, reasonable travel expenses for attorneys and legal workers, messenger fees, mediation fees, and any other fee or expenses agreed to by K&K and LOSEW. For purposes of this Agreement, recoverable costs do not include ordinary in-house costs such as secretarial time. K&K and LOSEW shall be equally responsible for the timely preparation of declarations in support of any costs for which reimbursements are requested.
- 6) K&K and LOSEW each maintain their own insurance policy to cover errors and/or omissions of its staff.

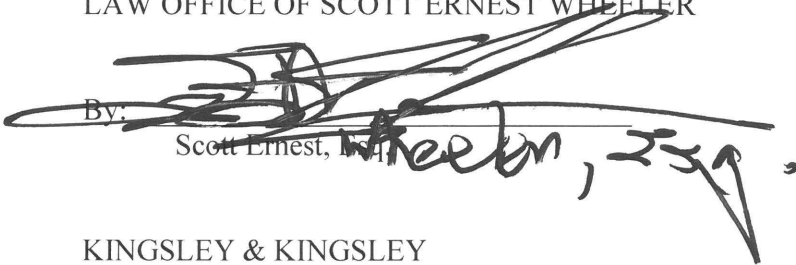
This agreement and acknowledgment between K&K and LOSEW and Plaintiffs may be evidenced by one or more counterparts, all of which shall constitute a single agreement. A facsimile, electronic signature, or copy of a signature may be used in lieu of an original.

This is the full and final expression of the agreement and acknowledgment between K&K, LOSEW, and Plaintiffs with respect to the matters set forth herein. It may be amended only by a writing duly executed by all the parties affected thereby. It shall be governed by California law, without regard to conflicts of law principles, and shall be interpreted neutrally, without regard to draftsmanship.

IT IS SO AGREED,

Dated: 5/24, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

By: 

Scott Ernest Wheeler, Esq.

KINGSLEY & KINGSLEY

Dated: _____, 2023

By: _____

Kelsey M. Szamet, Esq.
Eric B. Kingsley, Esq.

time devoted to the investigation and prosecution of this action, recorded with the time expended, for each attorney and other timekeeper and each specific activity.

- 5) If there is any recovery in this matter, all outstanding reported Recoverable Costs shall be reimbursed in full prior to any distribution of attorneys' fees. For purposes of this Agreement, the term "Recoverable Costs" is defined as filing fees, other court fees, certified reporters' fees, other fees in connection with depositions, interpreters' fees, fees for service of process, consultant fees, witness fees, payments to expert witnesses, reasonable travel expenses for attorneys and legal workers, messenger fees, mediation fees, and any other fee or expenses agreed to by K&K and LOSEW. For purposes of this Agreement, recoverable costs do not include ordinary in-house costs such as secretarial time. K&K and LOSEW shall be equally responsible for the timely preparation of declarations in support of any costs for which reimbursements are requested.
- 6) K&K and LOSEW each maintain their own insurance policy to cover errors and/or omissions of its staff.

This agreement and acknowledgment between K&K and LOSEW and Plaintiffs may be evidenced by one or more counterparts, all of which shall constitute a single agreement. A facsimile, electronic signature, or copy of a signature may be used in lieu of an original.

This is the full and final expression of the agreement and acknowledgment between K&K, LOSEW, and Plaintiffs with respect to the matters set forth herein. It may be amended only by a writing duly executed by all the parties affected thereby. It shall be governed by California law, without regard to conflicts of law principles, and shall be interpreted neutrally, without regard to draftsmanship.

IT IS SO AGREED,

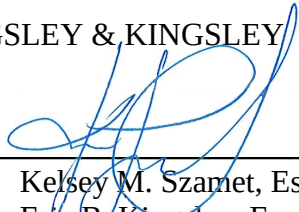
LAW OFFICE OF SCOTT ERNEST WHEELER

Dated: _____, 2023

By: _____
Scott Ernest, Esq.

KINGSLEY & KINGSLEY

Dated: May 23, 2023

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

CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND FEE SHARING AGREEMENT

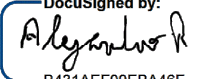
Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Alejandro Rivera Ramirez, state as follows:

1. I have been advised in writing that K&K and LOSEW have entered into a Joint Prosecution and Fee Sharing Agreement (“the Agreement”) to work together in the matters of Alejandro Rivera Ramirez against Defendant S&E GOURMET CUTS, INC. – CIVSB2201247 and Matilde Valencia against Defendant S&E Gourmet Cuts, Inc., a California corporation – CIVSB2219901 (collectively, “the Action”).
2. I have been advised in writing and understand that in the event of a settlement or judgment in the Action as defined in the Agreement, any Court-approved award of attorneys’ fees and costs will be divided amongst the attorneys as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Date: May 23, 2023 _____

DocuSigned by:

B431AEF09EBA46F...
Alejandro Rivera Ramirez

CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND FEE SHARING AGREEMENT

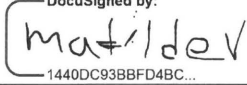
Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Matilde Valencia, state as follows:

1. I have been advised in writing that K&K and LOSEW have entered into a Joint Prosecution and Fee Sharing Agreement (“the Agreement”) to work together in the matters of Alejandro Rivera Ramirez against Defendant S&E GOURMET CUTS, INC. – CIVSB2201247 and Matilde Valencia against Defendant S&E Gourmet Cuts, Inc., a California corporation – CIVSB2219901 (collectively, “the Action”).
2. I have been advised in writing and understand that in the event of a settlement or judgment in the Action as defined in the Agreement, any Court-approved award of attorneys’ fees and costs will be divided amongst the attorneys as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Date: 5/24/2023

DocuSigned by:

1440DC93BBFD4BC...

Matilde Valencia

EXHIBIT "7"

XPAND

Case Name:

S&E Gourmet PAGA Settlement

Date:

August 3, 2023

Client Name:

Kelsey M. Szamet

Client Email:

kelsey@kingsleykingsley.com

Xpand Contact:

Jonathan Paul

Xpand Contact Email Address:

jonathan@xpandlegal.com

Xpand Contact Phone Number:

310.948.7117

**Cost Estimate for Legal Administration Services*

**Pricing Good for 90 Days*

**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing

Class Size	202
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	No
Spanish Translation	Yes
National Change of Address (NCOA)	Yes
Wage Tax Reporting	No
Number of States for Tax Reporting	N/A
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Controller

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$125.00	2	\$250.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$125.00	1	\$125.00
NCOA (Includes CASS & LACS)	Flat Fee	\$250.00	1	\$250.00
Spanish Translation	Flat Fee	\$500.00	1	\$500.00
Toll Free Telephone Support	Flat Fee	\$250.00	1	\$250.00
Static Website	Flat Fee	\$0.00	0	\$0.00

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.*

Total \$1,375.00

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$125.00	2	\$250.00
Status Reporting (Ongoing & Final)	Hourly	\$150.00	2	\$300.00
Executive Oversight	Hourly	\$200.00	1	Waived

Total \$550.00

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$125.00	1	\$125.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$125.00	1	\$125.00
Print & Mail Payments	Per Piece	\$4.00	202	\$808.00
USPS First Class Mail - 1oz	Per Piece	\$0.61	202	\$123.22
Undeliverable Payment Processing	Per Piece	\$15.00	20	\$303.00
Remail Payments (Undeliverable & Forwards)	Per Piece	\$10.00	26	\$262.60
Tax ID Setup & Shutdown	Flat Fee	\$150.00	1	\$150.00
Qualified Settlement Fund (QSF) Creation & Closure	Flat Fee	\$750.00	1	\$750.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$250.00	3	\$750.00
Process Remaining Funds	Flat Fee	\$150.00	1	\$150.00

Total \$3,546.82

Total Case Estimate:

\$5,471.82

Not to Exceed:

\$8,000.00

All services to be provided by Xpand Legal (hereinafter, "Xpand") to Client shall be subject to the following terms and conditions:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 5 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
- **Payment of Charges:** Xpand agrees to defer payment of fees for up to 48 months or until settlement is reached, whichever is earlier. Xpand invoices are due upon receipt unless otherwise negotiated and agreed to with the Client. The entire remaining balance is due and payable at the time the Account is funded by. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.
- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client's instructions.
- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to Xpand by Client. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.
- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.
- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT "8"

(Proof of Submission to LWDA)

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

BUCHALTER

A Professional Corporation

Joshua Mizrahi

jmizrahi@buchalter.com

Graham G. Lambert

glambert@buchalter.com

1000 Wilshire Boulevard, Suite 1500

Los Angeles, CA 90017-1730

LAW OFFICES OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler

sew@scottwheelerlawoffice.com

Justin A. Wheeler

jaw@scottwheelerlawoffice.com

250 West First Street, Suite 216

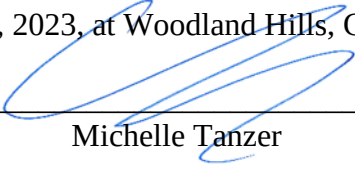
Claremont, California 91711

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

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

Executed on September 18, 2023, at Woodland Hills, California.


Michelle Tanzer