

Corbett H. Williams (Bar No. 246458)
cwilliams@chwilliamsllaw.com
Law Offices of Corbett H. Williams
24422 Avenida de la Carlota, Suite 370
Laguna Hills, California 92653
Telephone: 949.679.9909
Facsimile: 949.535.1031

Attorney for Defendant and Cross-Plaintiff
JENNIFER M. FULLER

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

CELEBRITY FOUNDATION FOR
CHILDREN, a California Nonprofit
Corporation

Plaintiff,

JENNIFER M. FULLER, an individual;
and DOES 1 through 25, inclusive

Defendants.

Case No.: CVRI2201097

Assigned to: Hon. Harold Hopp, Historic
Courthouse, Dept. 10

**DECLARATION OF CORBETT H.
WILLIAMS IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

RESERVATION ID: 273632334516

JENNIFER M. FULLER, an individual,

Cross-Plaintiff,

v.

DATE: October 29, 2024
TIME: 8:30 a.m.
DEPT: 1

MICHAEL FARAH an individual, THE
CELEBRITY FOUNDATION FOR
CHILDREN, and DOES 1 through 5,
inclusive,

Cross-Defendants.

Case Filed: 3/17/22
Trial Date: None

DECLARATION OF CORBETT H. WILLIAMS

I, Corbett H. Williams declare as follows,

1. I am an attorney duly licensed under the laws of the State of California and represent defendant and cross-plaintiff Jennifer Fuller (“Fuller”) in this matter and make this declaration in support of Fuller’s Motion for Approval of PAGA Settlement. If called to testify as a witness, I could and would competently testify to the facts set forth herein.

2. In conformance with the Court’s PAGA Case Management Order #1, each paragraph of Section D of that order is addressed seriatim as follows.

The Settlement Agreement Generally

Section - D(1)(a)

3. The parties have entered into a written agreement entitled Private Attorneys General Act Agreement and Release (“Settlement Agreement”), a true and correct copy of which is attached hereto as **Exhibit 1**.

Section - D(1)(b)

4. The Settlement Agreement is the product of arms-length negotiations in a private mediation with Michael H. Leb, a highly experienced and respected mediator specializing in wage and hour collective and class action mediations. The mediation took place on June 21, 2024.

Section - D(1)(c)

5. A copy of the Settlement Agreement, together with Fuller’s moving papers and supporting documents have been submitted to the Labor and Workforce Development Agency. A proof of service is attached hereto as **Exhibit 2**. The Settlement Agreement provides for payment of \$50,000 to be allocated as follows: (1) attorney’s fees to Fuller’s Counsel’s of up to 33% of the Gross Settlement Amount or \$16,500; (2) reasonable litigation costs reimbursed to Fuller’s counsel not to exceed \$5,500; (3) and Administration costs not to exceed \$1,750 to be paid to the Settlement Administrator. The remainder of the Gross Settlement Amount shall be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA and 25% paid to the Aggrieved Employees on a pro-rata basis.

Celebrity' Exposure for PAGA Penalties

Section - D(2)(a)

6. Fuller alleges that The Celebrity Foundation for Children ("Celebrity") misclassified her and 12 other individuals as independent contractors. All such workers were employed in some capacity in Celebrity's charity ranch located in Hemet, California ("Celebrity Ranch"). Fuller further alleges that Celebrity failed to: (1) pay overtime compensation; (2) furnish accurate wage statements; (3) reimburse necessary expenses, including for personal cellular telephones; (4) provide code-compliant meal periods and rest breaks; (5) timely pay wages due upon termination and (6) maintain proper records. A true and correct copy of Fuller's PAGA notice, dated March 31, 2022, is attached as **Exhibit A** to the Settlement Agreement.

Section - D(2)(b)

7. Fuller's allegations concern 13 individuals, including herself employed by Celebrity and classified as independent contractors. Based on information and testimony provided by Celebrity, on or about June 2022, Celebrity reclassified workers at Celebrity Ranch as employees, retained the services of a third-party payroll processor and took further steps to ensure compliance with the California Labor Code. Based on the foregoing, Fuller alleges 13 individual violations of Labor Code Section 226.8, which concerns misclassification of employees as independent contractors and 168 individual violations of specific Labor Code provisions.

Section - D(2)(c)

8. If all allegations made in connection with Fuller's PAGA claim were proven, including that Celebrity's misclassification of the Aggrieved Employees was willful and part of a pattern and practice, the maximum potential penalty provided under Labor Code 226.8(c) is \$25,000 per violation or \$325,000. In addition, were the Court to impose the maximum penalty available for all violations alleged in addition to that provided under Section 226.8(c), an additional \$21,000.00 in civil penalties could be assessed. In total Fuller estimates Celebrity's maximum exposure for PAGA penalties at \$346,000.

Section - D(2)(d)

9. It is very unlikely that following trial, the Court would impose the maximum

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1 penalty possible under the law. Celebrity has vigorously defended Fuller's claims and has asserted
2 numerous defenses to Fuller's misclassification claim, including that the Aggrieved Employees
3 were properly classified as independent contractors.

4 10. In particular, Celebrity has provided deposition testimony that the 13 Aggrieved
5 Employees were properly classified as independent contractors. Celebrity would certainly make
6 this contention at trial and offer evidence to support that position. It is likely that some, or even
7 most of the 13 Aggrieved Employees would be found to have been properly classified. Celebrity
8 has also vigorously argued that any misclassification was not willful as required under Labor Code
9 Section 226.8 for imposition of any civil penalty. Celebrity also contends that there was no pattern
10 or practice of misclassification, as required under Section 226.8(c) for imposition of an enhanced
11 penalty of between \$10,000 and \$25,000 per violation. Should any of the Aggrieved Employees be
found to have been properly classified as independent contractors, Celebrity would not be liable
for other violations, as the Labor Code would not apply to those individuals.

12 11. Fuller also expects that if Celebrity was found to have misclassified employees,
13 Celebrity will argue that civil penalties are inappropriate because (1) Celebrity took timely steps to
14 remedy any possible future misclassification and Labor Code violations and (2) Celebrity Ranch is
15 a charitable organization for the benefit of children in the local community.

16 12. Further, to the extent Celebrity is found to have willfully misclassified the
17 Aggrieved Employees, it is unclear whether the Court would impose additional civil penalties for
18 Labor Code violations beyond those provided by Section 226.8. The law concerning the
19 "stacking" of PAGA penalties is exceedingly unclear.

20 13. Based on the foregoing, Fuller estimates that at most, a Court would impose civil
21 penalties of between \$50,000 and \$100,000 against Celebrity. To achieve such a result would
22 require Fuller to prevail on her allegations that Celebrity willfully misclassified most, if not all, of
23 the 13 Aggrieved Employees.

24 Section – D(2)(e)

25 14. Fuller believes that while the Court could find that Celebrity's misclassification of
26 employees as independent contractors was "willful" under Section 226.8(a), meaning that it was

1 not a simple clerical error, a finding of “knowing and intentional” is less likely, particularly given
2 Celebrity’s efforts to correct the alleged violations. It is also unlikely that the Court would find
3 that other violations of other Labor Code stemming from misclassification were “knowing and
4 intentional.” If Celebrity genuinely believed that the Aggrieved Employees were properly
5 classified and that the Labor Code did not apply, such violations would not have been intentional.

6 Section – D(2)(f)

7 15. It is very unlikely that the Court would impose the maximum possible penalty in
8 this case. Although Celebrity faces potential well exposure exceeding \$300,000, the Court would
9 almost certainly determine that imposition of such penalties would be “unjust, arbitrary and
10 oppressive, or confiscatory.” In particular, Celebrity has taken action to remedy alleged violations,
11 the most notable among those being reclassification of workers as employees shortly after Fuller
amended her Cross-Complaint to add a claim under the PAGA. In addition, the business in which
the Aggrieved Employees were employed is a nonprofit registered under Section 501(c)(3) of the
Internal Revenue Code. According to its website, Celebrity Foundation for Children’s Celebrity
13 Ranch hosts over 5,000 children per year for weekend stays and day trips, including special
14 education classes and sponsored visits by schools for children of special needs. The Court would
15 likely find it unjust to impose potentially crippling financial penalties against such an employer.

16 Section – D(2)(g)

17 16. The agreed upon civil penalty of \$50,000 was the product of an arms-length
18 negotiation during mediation with mediator Michael H. Leb. In preparation for mediation, Fuller’s
19 Counsel created a damages model and then determined a settlement range based on probable
20 outcomes. Given a likely range of penalties should the case proceed to trial of \$50,000 and
21 \$100,000 on behalf of the Aggrieved Employees, Fuller’s Counsel considered \$50,000 well
22 withing the realm of reasonableness, particularly given the risks of proceeding to trial.

23 Section – D(2)(h)

24 17. Fuller’s Counsel believes strongly in the fairness of the settlement, particularly
25 given the very real possibility of a finding that some or all of the Aggrieved Employees were
26 properly classified. In addition, the non-profit status of Celebrity Foundation for Children and

Celebrity's reclassification of workers as employees are substantial factors in Counsel's fairness determination.

Section D(3) – Attorney's Fees & Costs

1. Fuller's Counsel seeks an award of 33% of the total PAGA settlement, or \$16,500.00, plus costs in the amount of \$3,651.99, which reflects a fair and reasonable allocation of costs as between Fuller's individual claims and repetitive PAGA claim.

2. I have been licensed to practice law in California since 2006 and began my legal career at the global law firm Jones Day in Irvine, California. There, my practice focused on complex commercial, consumer and employment litigation, largely in the class action context, and included defense of Fortune 500 clients.

3. I established my own practice in 2016 and continue to practice in the commercial litigation arena, in addition to serving as lead and co-plaintiff's counsel in numerous wage and hour class action and PAGA matters in both state and federal court. Among these are *Kehoe, et al v. G6 Hospitality LLC*, United States District Court, Central District of California, Case Number 18-CV-01958 DOC (ADSx), involving a multimillion-dollar court-approved class settlement against a nation-wide hotel chain; *Murphy v. Valet Waste LLC*, Riverside County Superior Court Case No. RIC1701143, a California wage and hour class action in which the court granted final approval of a class-wide settlement; *Ochoa, et al. v. Greenstone Materials, Inc.*, Orange County Superior Court Case No. 30-2016-00875367-CU-OE-CXC, a consolidated California wage and hour class action in which the Court granted final approval of a class-wide settlement. I currently serve as lead plaintiff's counsel in *Carmichael v. Tezell Holdings, LLC*, Orange County Superior Court Case No. 30-2019-01120005-CU-WT-CXC, a state-wide wage and hour class action matter; co-class counsel in *Baxley v. Barton Assocs, Inc.*, United States District Court, Central District of California, Case Number 2:22-cv-01011-DMG-JCx (consolidated for purposes of settlement with *Anderson v. Barton Myers Assocs., Inc.*, Los Angeles County Superior Court case number 21STCV43314), and lead plaintiff's counsel in *Burns v. Power Paragon, Inc.*, United States District Court, Central District of California, Case Number 8:21-cv-01452-CJC-(JDEx), a California class and nationwide Fair Labor Standards act action against a publicly traded defense contractor.

4. My experience with class and representative litigation generally, and wage and hour actions specifically, enabled my office to undertake the instant matter. Because my time and resources are limited, taking on this matter precluded me from taking on other work, including other potential fee generating matters.

5. My current billable rate for contingency fee employment matters is \$600 per hour. I have been approved at this amount as class counsel in cases in California before. As of August 28, 2024, the Law Office of Corbett H. Williams has incurred a lodestar totaling \$57,420.00 reflecting 95.7 hours of recorded attorney time. Because of the overlap between Fuller's individual and representative PAGA claim, it is not possible to allocate time spent on this matter as between individual and PAGA claims.

6. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. A detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto as **Exhibit 3**.

18. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by Courts throughout California, including the Courts in the Superior Court of California. The hourly rate is less than the blended hourly rate of \$900 per hour approved by this Court in *Lucero v. Kaiser*. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. *See e.g., Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and \$535 for

1 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges
2 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by
3 Class Counsel for comparable work are less than these examples, and are therefore undoubtedly
4 reasonable.

5 19. The Law Office of Corbett H. Williams requests a total reimbursement for incurred
6 litigation expenses and costs in the amount of \$3,651.99. As of the date of this declaration the
7 Law Office of Corbett H. Williams has incurred litigation expenses in the amount of \$7,303.98.
8 These litigation expenses include the expenses incurred for, among other costs, filing fees, service
9 of process, deposition costs, attorney support services and mediator fees, all of which are costs
10 normally billed to and paid by the client. The costs are set forth in detail in the billing records
11 attached as **Exhibit 3**.

Settlement of Fuller's Individual Claims

Section D(4)(a)

13 20. Fuller has agreed to settle her individual claims as pled in the First Amended Cross
14 Complaint for: (1) Unpaid Overtime Wages (Cal. Labor Code §§ 510 and 1194); (2) Unpaid Meal
15 Break Premiums (Cal. Labor Code §§ 226.7 and 512(A)); (3) Unpaid Rest Break Premiums (Cal.
16 Labor Code § 226.7); (4) Failure to Reimburse Expenses (Labor Code § 2802); (5) Waiting Time
17 Penalties (Cal. Labor Code §§ 201, 202 and 203); (6) Harassment Based On Sex (Hostile Work
18 Environment) In Violation of Govt. Code Section 12940(j); (7) Failure to Prevent Harassment and
19 Discrimination in Violation of Govt. Code Section 12940(k); (8) Retaliation in Violation of Govt.
20 Code Section 12940(h); (9) Retaliation In Violation of Labor Code Section 1102.5; (10)
21 Conversion; and (11) Unfair Competition (Cal. Bus. & Prof. Code § 204 17200, *et seq.* Fuller does
22 not attribute value to any unpled claims, but has signed a waiver of California Civil Code Section
1542.

23 21. In the First Amended Cross-Complaint, Fuller alleges that she was sexually
24 harassed by defendant Michael Farah and is owed substantial amounts for unpaid overtime,
25 missed meal and rest break penalties, unreimbursed work-related expenses, and waiting time
26 penalties. Fuller further alleges that Celebrity terminated her employment after she reported that a

1 fellow female employee was sexually harassed by a guest at a work-related social event. Fuller's
2 Counsel believes that Fuller's sexual harassment and retaliatory termination claims are strong and
3 that Fuller would almost certainly prevail if they were tried to a jury.

4 Section D(4)(b)

5 22. Given the nature and frequency of the sexual harassment Fuller suffered Fuller's
6 Counsel believes that Fuller would be awarded in excess of \$200,000 for mental anguish and
7 emotional distress associated with the harassment alone. Fuller's Counsel further estimates that
8 Fuller would recover at least \$1,804.00 in unpaid straight wages and \$30,778.97 in unpaid
9 overtime wages. Fuller would also be entitled to recover at least \$30,787.98 in liquidated damages
10 for hours she worked and was paid nothing (*i.e.*, less than minimum wage). In addition, Fuller's
11 Counsel estimates that Fuller would recover \$11,440.00 in unpaid meal break premiums and
\$11,440.00 in unpaid rest break premiums. Fuller is also entitled to reimbursement of personal
expenses she incurred on behalf of Celebrity related to her employment, including for the cost of
providing a personal smartphone. That amount exceeds \$1,200.00.

13 23. In addition, Fuller's Counsel estimates that Fuller would likely recover damages for
14 wrongful / retaliatory termination. Following her termination on May 31, 2021, Fuller was out of
15 work for five months and was unable to obtain full-time employment with equal or greater pay
16 until April 2024. Counsel estimates Fuller's out-of-pocket losses arising from her termination to
17 be \$83,000.00. Fuller's counsel further estimates that Fuller would recover waiting time penalties
18 of at least \$5,280.00, interest at the statutory rate of more than \$35,000.00 and at least
19 \$150,000.00 in attorney's fees. In addition, Fuller is entitled to the value of her personal property
20 in Celebrity's possession, which Defendant refused to return following the termination. Fuller
21 estimates its value at \$2,500.00. In total, counsel estimates that Fuller would recover at least
22 \$563,230.95 in connection with her individual claims, should this case proceed to trial. A per-
23 claim breakdown of the estimated recovery on Fuller's claims is as follows:

24

Unpaid Straight Time Wages	\$1,804.00
Unpaid Overtime Wages	\$30,778.97
Liquidated Damages	\$30,787.98
Unpaid Meal Break Premiums	\$11,440.00

25
26

Unpaid Rest Break Premiums	\$11,440.00
Failure to Reimburse Expenses	\$1,200.00
Lost Income Arising from Wrongful Termination (Front Pay)	\$83,000.00
Waiting Time Penalties	\$5,280.00
Interest	\$35,000.00
Conversion	\$2,500
Damages for Psychological and Emotional Harm Arising from Sexual Harassment and Unlawful Termination	\$200,000.00
Attorney's Fees	\$150,000.00
Total	\$563,230.95

Section D(4)(c)

24. The parties have reached an agreement to settle Fuller's individual claims in exchange for payment of \$150,000.00.

Section D(4)(d)

25. The parties' agreement to settle Fuller's individual claims are the product of an arm's-length negotiation through the parties' respective counsel. The amount was determined based on the estimated value of Fuller's individual claims, the time, expense and effort required to bring the claims to trial, the fact that Defendant is a charity and does not have unlimited resources, and perhaps most importantly, Fuller's desire to put this lawsuit behind her and move on with her life. Fuller was willing to substantially discount her claims to obtain resolution sooner rather than later. Under the terms of the parties' agreement, the consideration will be paid for the benefit of Fuller's Counsel's Interest on Lawyers' Trust Account.

Section D(5)

26. The Settlement Agreement does not provide for payment of a "service award" or "enhancement" to be paid to Fuller in excess of that to be distributed to the other Aggrieved Employees.

Section D(6)

27. The Settlement Agreement does not provide for dismissal of representative claims.

Section D(7)(a)

28. The release of claims for PAGA penalties set forth in the Settlement Agreement binds only Fuller and the State of California. The Section 2 of the Settlement Agreement, titled

1 “PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA,” reads as
2 follows:

3 The Parties agree and acknowledge that, to the maximum extent
4 permitted by law, the final judgment entered pursuant to this
5 settlement will bind Fuller and the State of California, with respect to
6 the recovery of civil penalties under the California Private Attorneys
7 General Act, California Labor Code § 2698, *et. seq.* only, against the
8 “Released Parties.” It is expressly understood and agreed that this
9 settlement only includes a full release of the PAGA claims for all
10 statutory penalties that could have been sought on behalf of the State
11 of California for the violations identified in Fuller’s pre-filing letter to
the LWDA, which was appended to and incorporated into the First
Amended Cross-Complaint filed on June 9, 2022, and which is
attached to this agreement as Exhibit A.

9 Section D(7)(b)

10 29. The term “Released Parties” is defined in paragraph 5 on page 2 of the Settlement
11 Agreement to mean “Celebrity Foundation and its officers, directors, employees and agents.” Only
Defendant and its officers, directors, employees and agents are included in the PAGA claim
release.

30. The PAGA release is limited to the violations alleged in the First Amended Cross-
13 Complaint, which attached and incorporated reference, Fuller’s June 9, 2022 PAGA Notice.

14 Section D(8)

15 31. The parties have agreed to use Phoenix Class Action Administration Solutions
16 (“Phoenix”) as administrator for the settlement. Phoenix has provided a “Not-to-Exceed” total
17 estimate of \$1,750.50 for its services. Multiple bids were sought for this assignment, including
18 from ILYM Group, Inc. and Simpluris. Phoenix was the lowest bidder by a \$1,000 margin. In
19 addition, I have used Phoenix for numerous class action and PAGA settlements and have been
20 satisfied with their services and responsiveness, both to counsel and class members.

21 Section D(10)

22 32. Section 9(a)(i) of the settlement agreement provides that uncashed settlement
23 checks will be directed to the California State Controller’s Unclaimed Property division.

24 Section D(11)

25 33. Counsel suggests a date of December 30, 2024 for a Final Accounting and deadline
26 of December 16, 2024 for the filing of a report concerning the amount of money distributed and/or

1 uncashed.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct, and that this Declaration was signed in Laguna Hills, California on
4 September 3, 2024.

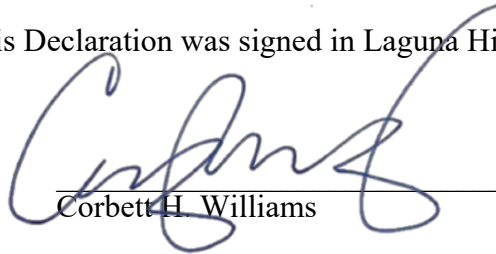

Corbett H. Williams

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Cross-Complainant Jennifer M. Fuller (“Fuller”), individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees,” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendant Celebrity Foundation for Children (“Celebrity Foundation”), on the other hand. Fuller and Celebrity Foundation are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Fuller, the State of California, and Celebrity Foundation, subject to the approval of the Court.

WHEREAS, on March 17, 2022, Celebrity Foundation filed a complaint against Fuller in the Superior Court of California, County of Riverside entitled *Celebrity Foundation for Children v. Jennifer M. Fuller*, Case No. CVRI2201097. Celebrity Foundation’s action alleged claims against Fuller for: (1) Breach of Contract; (2) Conversion; and (3) Unjust Enrichment. Celebrity Foundation amended its complaint on June 10, 2022, to add an additional cause of action for Fraud and Deceit.

WHEREAS, on June 9, 2022, Fuller filed a First Amended Cross-Complaint against Celebrity Foundation and Michael Farah, wherein she asserted causes of action for: (1) Unpaid Overtime Wages; (2) Unpaid Meal Break Premiums; (3) Unpaid Rest Break Premiums; (4) Failure to Reimburse for Necessary Expenses; (5) Waiting Time Penalties; (6) Harassment Based on Sex (Hostile Work Environment); (7) Failure to Prevent Harassment and Discrimination; (8) Retaliation in Violation of Govt. Code section 12940(h); (9) Retaliation in Violation of Labor Code section 1102.5; (10) Conversion; and (11) Unfair Competition. On June 6, 2022, Fuller amended her Cross-Complaint to add a cause of action for Civil Penalties Pursuant to the Private Attorneys General Act (the “PAGA Claim”). The PAGA Claim asserts representative claims for civil penalties payable to Fuller, other aggrieved employees, and the State of California pursuant to PAGA, based on allegations that Celebrity Foundation: (1) misclassified employees in violation of Labor Code section 226.8; (2) failed to pay overtime compensation; (3) failed to furnish accurate itemized wage statements; (4) failed to reimburse necessary business expenses; (5) required Fuller and other aggrieved employees to work hours in excess of those permitted under the Labor Code without the required pay; (6) failed to provide meal periods in accordance with law; (7) failed to authorize and permit rest breaks in accordance with law; (8) failed to timely pay final wages at termination; and (9) failed to keep proper records reflecting regular and overtime hours worked. Specifically, the Representative PAGA Claims are claims for civil penalties under PAGA for violations of Labor Code §§ 226.8, 1194, 2802, 1199, 226.7, 226.7(b), 512, 558, 201, 202, 203, 223, 226, 1174 and 1175. The applicable PAGA Notice related to the PAGA Claim is attached hereto as **Exhibit A**.

WHEREAS, Fuller timely sent notices to the LWDA of her intent to pursue representative actions pursuant to PAGA, on behalf of herself, in her respective action against Celebrity Foundation, and the State of California as well as on behalf of a group of aggrieved employees (the notice by Fuller to the LWDA is referred to as the “PAGA Notice” herein).

WHEREAS, on June 21, 2024 the Parties participated in mediation with experienced wage-and-hour mediator Michael Leb, Esq. As a result, the Parties agreed to settle all claims and disputes between them, including Fuller’s Representative PAGA claims, taking into account all known facts and circumstances – including the difficulty of proving some of Fuller’s claims, potential defenses asserted by Celebrity Foundation, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, the Parties have entered this PAGA Settlement Agreement to resolve Fuller’s Representative PAGA claims and have entered a separate Settlement Agreement to resolve Celebrity Foundation’s claims against Fuller and Fuller’s individual claims against Celebrity Foundation and Michael Farah.

WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: “All workers who are or were employed by Celebrity Foundation within the State of California at any time during the PAGA Period.”

WHEREAS, for purposes of this Settlement, PAGA Period is defined as: “The period from March 31, 2021, through the date the Court enters an order and judgment approving this settlement.”

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Fuller’s Representative PAGA Claims and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Fuller and the Aggrieved Employees have against Celebrity Foundation and Celebrity Foundation and its officers, directors, employees and agents. (collectively, the “Released Parties”). The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Celebrity Foundation or the Released Parties of any wrongdoing or liability. Specifically, Celebrity Foundation and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Cross-Complaints and applicable PAGA Notices. Celebrity Foundation and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, Celebrity Foundation and Fuller and their respective counsel are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of Fuller, the Aggrieved Employees, and Celebrity Foundation in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Fuller, Law Offices of Corbett H. Williams, and counsel for the Aggrieved Employees believe that the settlement amount entered into is in the best interests of the Aggrieved Employees and

that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, and (3) have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class”).

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. Effective Date. The effective date (“Effective Date”) of this Agreement shall mean the following: (a) the date of service of notice of entry of the order approving this Agreement and the PAGA Settlement if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them; or (b) sixty-one (61) days after the date of service of notice of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA. The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind Fuller and the State of California, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the “Released Parties.” It is expressly understood and agreed that this settlement only includes a full release of the PAGA claims for all statutory penalties that could have been sought on behalf of the State of California for the violations identified in Fuller’s pre-filing letter to the LWDA, which was appended to and incorporated into the First Amended Cross-Complaint filed on June 9, 2022, and which is attached to this agreement as **Exhibit A**.

3. General Release. General release means Fuller's irrevocable and unconditional release, acquittal, and discharge of the Released Parties and all persons and/or corporate entities acting through, under, on behalf of, or in concert with any of them, or any of them, from any and all PAGA Released Claims defined in Paragraph 2 and any and all existing claims, demands, suits, actions, causes of action, obligations, agreements, contracts, promises, liabilities, debts, compensation, damages, losses, costs, expenses, and attorneys' fees, of any and every kind, nature or character, known or unknown, suspected or unsuspected, actual or potential, absolute or contingent, pending or anticipated, including but not limited to those arising under any federal, state, or local law, regulation or ordinance, contract, quasi-contract, the common law, public policy, or any constitution, such as, without limitation, the California Constitution; the California Labor Code, including Labor Code section 132a; Family and Medical Leave Act; California Family Rights Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the California Fair Employment and Housing Act; the Private Attorneys General Act of 2004; Americans with Disabilities Act; Older Workers Benefit Protection Act; Age Discrimination in Employment Act; Consolidated Omnibus Budget Reconciliation Act of 1985; Employee Retirement Income Security Act of 1974; Immigration Reform and Control Act; the Workers Adjustment and Retraining Notification Act; The Occupational Safety and Health Act; The Sarbanes-Oxley Act of 2002; The Fair Credit Reporting Act; the Equal Pay Act; The Genetic Information Nondiscrimination Act of 2008; Statutory Provision Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775; California Confidentiality of Medical Information Act; California Civil Code section 51 et seq.; Wage Orders of the California Industrial Welfare Commission; the California Code of Regulations; the California Business and Professions Code; Fair Labor Standards Act; and claims of intentional infliction of emotional distress; defamation and/or libel, or any other damage to reputation claims; breach of implied contract; breach of the covenant of good faith and fair dealing, as well as any other express or implied covenant; or any other statute or common law principle of similar effect, known or unknown, which Fuller now has, owns, or holds, or claims to have, own or hold, or which Fuller at any time heretofore had, owned, or held, or claimed to have, own, or hold or which Fuller at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against each or any of the Released Parties, arising from acts, events, or circumstances occurring on or before the effective date of this Agreement. This shall not affect Fuller's workers' compensation claims and unemployment benefits, if any. Fuller's worker's compensation claims and any other claims which cannot be released by law are not released by this Agreement. With respect to claims released in this Section, Fuller expressly waives the benefits of California Civil Code section 1542. Civil Code section 1542 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.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a complete release and discharge of the claims in the General Release, Fuller expressly acknowledges that this Agreement is intended to include in its effect all claims she does not know of or suspects to exist in her favor at the time of execution hereof and that this Agreement contemplates the extinguishment of all such claims.

4. **Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

5. **Gross Settlement Amount.** Celebrity Foundation agrees to pay, in accordance with the terms set forth herein, the total sum of \$50,000 (the “Gross Settlement Amount”) in full settlement of the Lawsuits. The Gross Settlement Amount will be allocated as follows:

- a. PAGA Counsel’s attorneys’ fees and costs request of up to 33% of the Gross Settlement Amount (\$16,500) (“PAGA Counsel’s Fees”) and PAGA Counsel’s separate request for reasonable litigation costs incurred in this matter (“PAGA Counsel’s Costs”) not to exceed \$5,500. Celebrity Foundation will not oppose these requests. To the extent that the Court approves less than the amount of attorney’s fees and costs that PAGA Counsel requests, any reduced amount shall be allocated to the settlement fund for the Aggrieved Employees;
- b. Administration costs estimated not to exceed \$1,750 to be paid to the Settlement Administrator (“Administration Costs”);
- c. The remainder of the Gross Settlement Amount (the “PAGA Fund”) after deducting items (a) and (b) is approximately \$23,000, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the “LWDA PAGA Portion”) and 25% paid to the Aggrieved Employees (the “Aggrieved Employees’ PAGA Portion”) on a pro-rata basis as set forth in Paragraph 6 below.

6. **Allocation and Calculation of the PAGA Penalties.** Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. Celebrity Foundation will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee’s payment from the Aggrieved Employees’ PAGA Portion, Celebrity Foundation will use the following formula: Settlement Payment = Aggrieved Employees’ PAGA Portion ($\approx \$5,937.5$) $\times$ [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

7. **Tax Treatment of Settlement Amounts.** With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable. IRS Form 1099s are used for payments of miscellaneous income that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Fuller acknowledges that she has obtained no tax advice from Celebrity Foundation and that neither Celebrity Foundation nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments are interpreted to contain or constitute advice regarding any

state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Celebrity Foundation, its counsel and Fuller's and the Aggrieved Employees' counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

8. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

9. PAGA Settlement Payment Procedures.

- a. Within 10 business days of the Effective Date, Celebrity Foundation shall deposit the Gross Settlement Amount or \$50,000 with the Settlement Administrator. Within 10 business days of the Effective Date, Celebrity Foundation shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, the actual number of pay periods in the PAGA period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information.

Within 20 calendar days from the date the Gross Settlement Amount has been deposited with the Settlement Administrator, the Settlement Administrator shall:

- i. Remit a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the employee letter (attached hereto as **Exhibit B**). Aggrieved Employees shall not be required to make claims, but shall simply be delivered a check for their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. All uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division.
 - ii. Remit a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.
 - iii. Remit PAGA Counsel's fees and costs, as approved by the Court.
 - iv. Remit payment to itself for services as Settlement Administrator, as approved by the Court.
- b. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division in the name of the individual(s) who did not negotiate a settlement check during the negotiation period.
 - c. Neither Celebrity Foundation nor Fullers shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. Settlement Administrator. As set forth in Paragraph 9, the Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth in Paragraph 9. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use Phoenix Class Action Administration Services as Settlement Administrator.

11. Duties of the Parties Related to Approval. Promptly upon execution of this Settlement, Fuller shall apply to the Riverside County Superior Court, by way of motion or joint stipulation by the Parties, for approval of the proposed Settlement and global resolution of her PAGA Claims and for the entry of an order approving this Settlement as required by Labor Code section 2699(1). The Motion or Approval Stipulation will request Court approval of the following: (1) the terms of this Agreement, (2) the amount of fees and costs to counsel for Fuller

and the Aggrieved Employees, and (3) Final Judgment. In conjunction with the Approval Stipulation or Motion for Approval, Fuller shall submit a proposed Final Judgment requesting the entry of judgment.

12. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain entry of the Final Order granting final approval of the terms of the Agreement.

13. Invalid without Court Approval. In the event this Settlement Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event that the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void ab initio. In such a case, the Parties shall return to the status quo as if they had not entered into this Settlement Agreement. The Settlement Administrator will be paid by Celebrity Foundation for its costs through the date it is notified that the Settlement will not proceed.

14. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by Celebrity Foundation or any Released Party, of any of the matters alleged in the Cross-Complaints or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Fuller, Celebrity Foundation or the Released Parties, or the Released Parties' parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

15. Nondisclosure and Nonpublication. Fuller agrees not to publicize the Agreement, the fact of the Agreement, its terms or contents, or the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA. In response to any inquiries Fuller will state that "the case was resolved and it was resolved confidentially." Fuller's counsel shall not report the Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Fuller or Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement. However, Fuller's counsel is authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. Fuller's counsel may list the case name and number and a description of the allegations in their qualifications as counsel in other cases.

16. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. Enforcement. The Parties agree that following entry of the Final Judgment, this Settlement Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the PAGA Claims over all parties and the Aggrieved Employees to

interpret and enforce the terms, conditions, and obligations of the Settlement Agreement. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

18. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

19. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

20. No Construction Against the Drafter. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

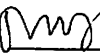
21. Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

22. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

23. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

7/22/2024

Dated: July ___, 2024

DocuSigned by:

764B30975B260414
Jennifer M. Fuller

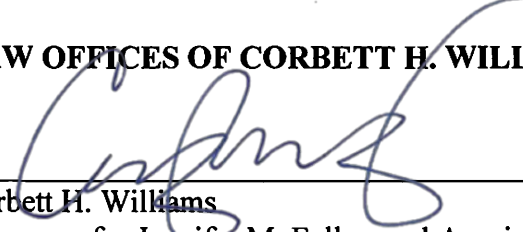
Dated: July ___, 2024

Celebrity Foundation for Children
By: Michael Farah
Its: Executive Director

APPROVED AS TO FORM AND CONTENT:

Dated: July 25, 2024

LAW OFFICES OF CORBETT H. WILLIAMS


Corbett H. Williams
Attorneys for Jennifer M. Fuller, and Aggrieved
Employees

Dated: July ___, 2024

CALLAHAN & BLAINE, APLC

Edward Susolik
David C. Palmer
Bryan C. Oberle
Attorneys for Celebrity Foundation for Children and
Michael Farah

Dated: July __, 2024

Jennifer M. Fuller

Dated: July 1st, 2024



Celebrity Foundation for Children
By: Michael Farah
Its: Executive Director

APPROVED AS TO FORM AND CONTENT:

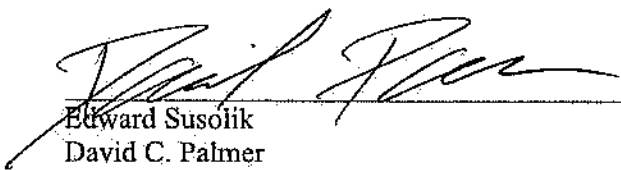
Dated: July __, 2024

LAW OFFICES OF CORBETT H. WILLIAMS

Corbett H. Williams
Attorneys for Jennifer M. Fuller, and Aggrieved
Employees

Dated: July 2nd, 2024

CALLAHAN & BLAINE, APLC



Edward Susolik
David C. Palmer
Bryan C. Oberle
Attorneys for Celebrity Foundation for Children and
Michael Farah

EXHIBIT A

March 31, 2022

Via Electronic Submission

California Labor & Workforce
Development Agency
PAGAfilings@dir.ca.gov

Re: PAGA Notice Pursuant to California Labor Code § 2699: Michael Farah &
The Celebrity Foundation for Children

Dear Sir or Madam:

Please be advised that Jennifer Fuller (“Plaintiff”) has retained the Law Offices of Corbett H. Williams to represent her and other aggrieved employees for wage and hour claims against her former employer, Michael Farah & The Celebrity Ranch Foundation for Children (“Employer”). This notice is being provided via electronic submission to the California Labor and Workforce Development Agency (“LWDA”) and Employer both directly, thorough the registered agent on file with the California Secretary of State and through Employer’s counsel.

Plaintiff requests that the LWDA regard this Notice as written notice of her intent to seek civil penalties against Employer. The specific provisions of the California Labor Code that Employer has violated requiring this notice include, but are not limited to, California Labor Code Sections 226.8, 1194, 2802, 1199, 226.7, 226.7(b), 512, 558, 201, 202, 203, 223, 226, 1174 and 1175.

Employer

Employer and its managing agents operate or otherwise manage a purported non-profit ranch to benefit children. In reality, the ranch property is leveraged as a tax shelter for Michael Farah and enables him to entertain personal friends and market his money management practice, host polo teams and engage in other recreational activities while enjoying the protections of tax-exempt status.

As part of this tax evasion scheme, Employer maintains a cadre of at least 10 supposed “independent contractors” who manage and operate the ranch, organize events to take place there, care for animals, facilities, etc. All such individuals are plainly employees under California law and Employer’s classification of such employees as independent contractors is willful and part of an ongoing pattern and practice. Employer exercises a high level of control over these employees, none of whom meet the “ABC” test for independent contractor. Employer also tracks hours worked by these employees, but fails to pay overtime wages for hours worked in excess of 8 hours per day and 40 hours per week. Employer also fails to furnish wage statements, provide meal or rest breaks or pay premiums for missed meal and rest breaks. Employer also fails to withhold any amount from employees, pays no employer-side taxes, fails to provide workers compensation insurance and fails to pay unemployment insurance premiums.

Employer has violated or caused to be violated several Labor Code provisions and is therefore liable for civil penalties under California Labor Code § 2698, *et seq.* We respectfully request that your agency investigate the claims alleged against them herein. This letter will serve as notice of these allegations pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2699.3.

Plaintiff and Aggrieved Employees

Employer employed Plaintiff as “ranch manager” and treated Plaintiff as an employee as part of its pattern and practice of misclassification and tax evasion. Employer terminated Plaintiff after she complained that another female employee had been the subject of sexual harassment at private party that occurred at the ranch property. Plaintiff herself was the victim of sexual harassment at the hands of Mr. Farah. Employer uses an array of similarly misclassified employees to carry out the same or similar functions as Plaintiff (collectively, “Aggrieved Employees”).

At all relevant times, Plaintiff was an aggrieved employee as defined in Labor Code section 2699(c) as: “any person who was employed by the alleged violator and against whom one or more violations was committed.” Plaintiff seeks recovery for the Labor Code violations set forth herein on behalf of themselves and other current and former employees, including, but not limited to: all employees who worked for Employer in the State of California within one year and who were subject to the same or similar Labor Code and/or Wage Order violations as Plaintiff. Plaintiff believes and thereon alleges that Employer employs scores of similarly situated employees in California at any given time.

Labor Code Violations

Willful Misclassification of Employees as Independent Contractors

Employer classified Plaintiff and numerous other individuals in California as independent contractors. Plaintiff the other Aggrieved Employees were clearly employees under California law and Employer’s misclassification was willful and part of a pattern and practice. Because Employer has engaged in a pattern or practice of willful misclassification,

Employer is liable for civil penalties under California Labor Code section 226.8 of between \$10,000 and \$25,000 for each such violation, plus attorney's fees.

Unlawful Failure to Pay Overtime Compensation

As described above, Employer has required Plaintiff and the Aggrieved Employees to work hours qualifying them for significant overtime compensation, but has not paid these employees overtime compensation. As a result, Plaintiff and the Aggrieved Employees have been denied “the unpaid balance of the full amount of this . . . overtime compensation” as required by California Labor Code section 1194, and Employer is liable for civil penalties pursuant to California Labor Code section 2698 *et seq.*

Unlawful Failure to Furnish Accurate Wage Statements

Employer failed to provide Plaintiff and the Aggrieved Employees with wage statements that complied with Labor Code Section 226 because, among other things, they failed to furnish wage statements containing the information required by Labor Code Section 226(a). In so doing, Employer has violated California Labor Code section 226 and is liable for civil penalties pursuant to California Labor Code sections 226.3 and 2698 *et seq.*

Unlawful Failure to Indemnify Necessary Expenditures

Employer failed to reimburse or indemnify Plaintiff and the Aggrieved Employees' necessary expenditures or losses incurred as a direct consequence of the discharge of their duties in service to Employer as required by California Labor Code section 2802(a). Such expenditures include the furnishing for work purposes of personal vehicles, cellular telephones and other communications devices.

Employer has violated California Labor Code section 2802(a) and is liable for civil penalties pursuant to California Labor Code sections 2698 *et seq.*

Unlawful Violation of California Labor Code § 1199

Under California Labor Code sections 1199(a) and (c) and 2699.5 *et seq.*, an employer who “requires or causes an employee to work for longer hours than those fixed” or “violates or refuses or neglects to comply with any provision of” the Labor Code regarding employees' wages, hours, and working conditions is subject to PAGA penalties. Employer has violated the Labor Code in various ways set forth herein.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and the Aggrieved Employees with off-duty meal periods as required by California law; (2) provide Plaintiff and the Aggrieved Employees with a reasonable opportunity to take their meal periods at the appropriate times; and (3) failed to pay Plaintiff and the Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late meal period. Among other things, Plaintiff and Aggrieved Employees were regularly

not provided required meal periods or required to take untimely, interrupted, or non-duty free meal periods without receiving an additional hour of pay at their regular rate of for each such meal period. As a result of Employer's violations of California Labor Code sections 226.7, 226.7(b), and 512, Employer is liable for civil penalties pursuant to California Labor Code sections 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and the Aggrieved Employees with off-duty rest periods as required by California law; (2) provide Plaintiff and the Aggrieved Employees with a reasonable opportunity to take their rest periods at the appropriate times; and (3) failed to pay Plaintiff and the Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late rest period. Among other things, Plaintiff and the Aggrieved Employees were regularly not provided required meal periods or required to take untimely, interrupted, or non-duty free rest periods without receiving an additional hour of pay at their regular rate of for each such rest period. As a result of Employer's violations of California Labor Code sections 226.7, 226.7(b), and 512, Employer is liable for civil penalties pursuant to California Labor Code sections 558 and 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

Employer has violated California Labor Code sections 201 and 202 by willfully failing to pay all compensation due and owing to Plaintiff and other Aggrieved Employees at the time employment was terminated. Employer willfully failed to pay Aggrieved Employees no longer employed by them all compensation due upon termination of employment as required under California Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of the Labor Code, affected Aggrieved Employees are now entitled to recover up to thirty (30) days of wages due to Employer's willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. In addition, because Employer violated California Labor Code sections 201, 202, and 203, Employer is liable for civil penalties pursuant to California Labor Code section 2698 *et seq.*

Failure to Maintain Proper Records

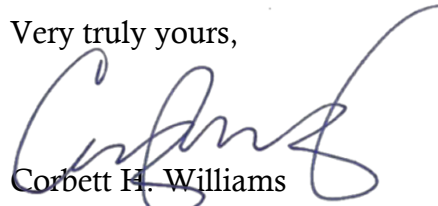
The California Labor Code mandates that Employer keep proper records reflecting the regular hours and overtime hours worked, among other records. Employer failed to keep proper records that reflected the regular and overtime hours worked, together with applicable piece rate amounts. These actions violated Labor Code sections 223, 226, 1174 and 1175.

Conclusion

Employer has violated or caused to be violated a number of California wage and hour laws. Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's notice provision.

Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that he may include claims in her lawsuit for the violations discussed in this letter.

Very truly yours,



Corbett H. Williams
Law Offices of Corbett H. Williams

cc via U.S. Certified Mail:

Michael Farah
511 E Balboa Blvd.
Newport Beach, CA 92661

Michael Farah as Registered Agent for
The Celebrity Ranch Foundation for Children
511 E. Balboa Blvd.
Newport Beach, CA 92661

Edward Susolik
Scott Nelson
Callahan & Blaine
3 Hutton Centre Drive, Ninth Fl.
Santa Ana, CA 92707

David N. Sharifi
11620 Wilshire Blvd., 9th Fl.
Los Angeles, CA 90025

EXHIBIT B

NOTICE OF PAGA ACTION SETTLEMENT

Celebrity Foundation for Children v. Jennifer M. Fuller, and related cross-complaints, Case No. CVRI2201097

This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED by Celebrity Foundation for Children (“Celebrity Foundation”) DURING THE PAGA PERIOD (March 31, 2021 THROUGH _____, 2024), THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the “Settlement”) has been reached in the lawsuit entitled *Celebrity Foundation for Children v. Jennifer M. Fuller, and related cross-complaints, Case No. CVRI2201097* (the “Action”), asserting claims under the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The purpose of this Notice is to advise you as to why you have received a portion of the Settlement proceeds. The Settlement resolves the Action.

Who is affected by this proposed Settlement?

The Court has designated, for settlement purposes only, the following persons as “Aggrieved Employees”:

“All workers who are or were employed by Celebrity Foundation within the State of California at any time during the PAGA Period.” (the “PAGA Period” refers to the period of March 31, 2021 through _____, 2024).

According to Celebrity Foundation’s records, you are one of the Aggrieved Employees.

What is this case about?

In the Action, Jennifer M. Fuller (“Fuller”) asserted claims that Celebrity Foundation violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*].

Celebrity Foundation denied all liability and was confident that it had strong legal and factual defenses to these claims, but Celebrity Foundation recognized the risks, distractions, and costs associated with continued litigation.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Fuller and Celebrity Foundation (the “Parties”), through their attorneys and is not an admission of liability on the part of Celebrity Foundation.

The Court has not ruled on the merits of Fuller’s claims or Celebrity Foundation’s defenses, but did approve the Settlement.

What are the Settlement terms?

Celebrity Foundation will pay \$_____ (the “Gross Settlement Amount”) for: (a) payment of \$_____ to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of PAGA penalties; (b) payment of \$_____ to Aggrieved Employees as their 25% share of PAGA penalties, (c) payment of attorney’s fees of \$_____ and litigation costs of \$_____; and, (d) payment of administration costs of \$_____ to the Settlement Administrator.

By operation of the Settlement’s terms, all Aggrieved Employees will release Celebrity Foundation and its shareholders, members, parent corporations or entities, related and/or affiliated entities, subsidiaries, divisions, investors, partners, general partners, limited partners, directors, officers, employees, managers, supervisors, assigns, heirs, beneficiaries, predecessors, successors, attorneys, agents, and representatives, and all others related to them, and each of them (collectively, the “Released Parties”), and/or any other individual or entity that could be liable for the acts of omissions of Celebrity Foundation from the PAGA claims for civil penalties based on alleged violations of California Labor Code sections 201-204, 218.5, 226, 226.3, 226.6, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1198, 2802, 2698, *et seq.*, 3700.5 and the California Industrial Welfare Commission Wage Orders (the “Released Claims”).

The Settlement Payments to Aggrieved Employees are classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required. Your share was calculated based on the number of pay periods you worked during the PAGA Period.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller’s Unclaimed Property division, in the name of the PAGA Settlement Member.

The Settlement includes a release of PAGA claims asserted in the Action.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT 2

CERTIFICATE OF SERVICE

I, Corbett H. Williams, declare as follows:

I am employed in the County of Orange, State of California; I am over the age of eighteen years and am not a party to this action; my business address is 24422 Avenida de la Carlota, Suite 370, Laguna Hills, California, 92653, in said County and State. On **September 3, 2024**, I served the following document(s):

NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT

DECLARATION OF CORBETT H. WILLIAMS IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

DECLARATION OF JODEY LAWRENCE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

[PROPOSED] ORDER APPROVING PAGA SETTLEMENT

on the following parties:

Labor and Workforce Development Agency.

by the following means of service:

- ☐ **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE:** I emailed a true copy of this document to a messenger with instructions to personally deliver it to each person[s] named at the address[es] shown before 5:00 p.m. on the above-mentioned date.
- X **BY ELECTRONIC SERVICE:** I caused a true copy of the above-mentioned document(s) to be uploaded through the Labor and Workforce Development Agency's internet PAGA portal at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ☐ **(FEDERAL)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on **September 3, 2024**.

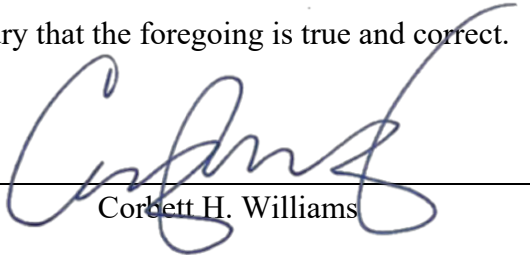

Corbett H. Williams

EXHIBIT 3



LAW OFFICES OF
CORBETT H. WILLIAMS

24422 Avenida de la Carlota, Suite 370
Laguna Hills, CA 92653

INVOICE

Invoice # 95
Date: 08/28/2024
Due On: 09/27/2024

Jennifer Fuller

00008-Fuller

Celebrity Foundation / Michael Farah

Services

Type	Date	Notes	Quantity	Rate	Total
Service	02/22/2022	Review and analyze: documents provided by client.	2.00	\$600.00	\$1,200.00
Service	02/23/2022	Office meeting: with client.	1.50	\$600.00	\$900.00
Service	02/28/2022	Telephone call: with client regarding factual bases for claims.	1.00	\$600.00	\$600.00
Service	03/01/2022	Draft and revise: PAGA Notice for filing with the LWDA.	2.00	\$600.00	\$1,200.00
Service	05/16/2022	Draft and revise: Cross-Complaint against Celebrity Foundation & Michael Farah.	2.00	\$600.00	\$1,200.00
Service	06/10/2022	Draft and revise: Fuller's First Amended Cross Complaint.	0.60	\$600.00	\$360.00
Service	07/06/2022	Draft and revise: Requests for production of documents to Celebrity Foundation.	1.20	\$600.00	\$720.00
Service	07/06/2022	Draft and revise: special interrogatories to Celebrity Foundation.	2.50	\$600.00	\$1,500.00
Service	07/07/2022	Draft and revise: Finalize document requests and special interrogatories for service.	1.20	\$600.00	\$720.00
Service	07/11/2022	Draft and revise: Answer to Complaint.	1.40	\$600.00	\$840.00
Service	08/25/2022	Draft and revise: Review Celebrity Foundation's responses to Fuller's Special Interrogatories, Set One and draft meet and confer letter to David Palmer regarding the same.	3.00	\$600.00	\$1,800.00
Service	08/29/2022	Draft and revise: Review Celebrity Foundation's responses to Fuller's Requests for Production, Set One	1.60	\$600.00	\$960.00

		and draft meet and confer letter to David Palmer regarding the same.			
Service	09/01/2022	Draft and revise: Joint Case Management Statement.	0.50	\$600.00	\$300.00
Service	09/01/2022	Draft and revise: Plaintiff's notice of posting jury fees.	0.20	\$600.00	\$120.00
Service	09/19/2022	Appear for: Appear for Case Management Conference (telephone).	0.30	\$600.00	\$180.00
Service	09/19/2022	Appear for: Review Celebrity Foundation's further responses to Fuller's document production requests and special interrogatories, set one.	0.30	\$600.00	\$180.00
Service	09/19/2022	Draft and revise: Draft meet and confer letter to Celebrity Foundation's counsel regarding deficiencies in its amended responses to interrogatories and requests for production.	1.50	\$600.00	\$900.00
Service	09/19/2022	Draft and revise: peremptory challenge.	0.50	\$600.00	\$300.00
Service	09/28/2022	Draft: Draft meet and confer letter regarding Celebrity's amended responses to special interrogatories (set one)	1.30	\$600.00	\$780.00
Service	09/28/2022	Draft: Draft meet and confer regarding Celebrity's further responses to Fuller's Document Production Requests (Set One)	1.20	\$600.00	\$720.00
Service	09/29/2022	Draft: Draft meet and confer letter regarding Celebrity's amended responses to Fuller's Document Production Requests (Set One).	1.90	\$600.00	\$1,140.00
Service	09/29/2022	Draft: Draft deposition subpoena for production of business records to Wells Fargo Bank.	1.00	\$600.00	\$600.00
Service	09/29/2022	Review and analyze: Review written discovery propounded by Celebrity Foundation for Children.	0.30	\$600.00	\$180.00
Service	10/03/2022	Review and analyze: Review and process documents provided by client.	2.10	\$600.00	\$1,260.00
Service	10/03/2022	Draft: Draft requests for production to Celebrity Foundation and Michael Farah.	1.80	\$600.00	\$1,080.00
Service	10/03/2022	Draft: Notice of Deposition and document production demands to Michael Farah.	0.70	\$600.00	\$420.00
Service	10/04/2022	Review and analyze: Review and process documents provided by client.	0.70	\$600.00	\$420.00
Service	10/18/2022	Draft: Draft, file and e-serve Case Management Statement.	3.00	\$600.00	\$1,800.00
Service	10/18/2022	Draft: Fuller's case management statement.	0.60	\$600.00	\$360.00
Service	10/18/2022	Draft: Fuller's Case Management Statement.	0.50	\$600.00	\$300.00
Service	10/27/2022	Draft: responses to requests for admissions, document	1.40	\$600.00	\$840.00

		production demands and special interrogatories.			
Service	11/01/2022	Draft: responses to special interrogatories (set 1) propounded by Celebrity Ranch.	2.20	\$600.00	\$1,320.00
Service	11/04/2022	Draft: responses to production requests and special interrogatories propounded by Celebrity Ranch.	1.30	\$600.00	\$780.00
Service	11/05/2022	Draft and revise: Responses to form interrogatories.	2.50	\$600.00	\$1,500.00
Service	11/06/2022	Draft and revise: Fuller responses to Celebrity Foundations written discovery, Sets One.	1.30	\$600.00	\$780.00
Service	11/06/2022	Review and analyze: documents for production.	1.00	\$600.00	\$600.00
Service	11/07/2022	Other: Obtain documents produced by Wells Fargo.	0.30	\$600.00	\$180.00
Service	11/07/2022	Other: Prepare responses to written discovery for service.	0.40	\$600.00	\$240.00
Service	11/08/2022	Draft: Declaration of counsel in response to order to show cause.	0.60	\$600.00	\$360.00
Service	11/22/2022	Appear for: Case Management Conference.	0.70	\$600.00	\$420.00
Service	12/14/2022	Prepare for: the deposition of Michael Farah.	4.00	\$600.00	\$2,400.00
Service	12/15/2022	Appear for: Deposition of Michael Farah.	6.00	\$600.00	\$3,600.00
Service	01/30/2023	Communicate: with opposing counsel regarding proposed trial dates.	0.20	\$600.00	\$120.00
Service	01/31/2023	Draft: Joint Case Management Statement	0.20	\$600.00	\$120.00
Service	03/22/2023	Draft: Joint Case Management Statement.	0.50	\$600.00	\$300.00
Service	05/10/2023	Draft: Joint CMC statement.	0.50	\$600.00	\$300.00
Service	05/10/2023	Draft: Joint Case Management Statement	0.50	\$600.00	\$300.00
Service	09/05/2023	Draft: Joint Case Management Statement	0.50	\$600.00	\$300.00
Service	09/19/2023	Review and analyze: Celebrity Ranch's discovery responses.	0.40	\$600.00	\$240.00
Service	11/08/2023	Draft: discovery materials, including third party deposition subpoenas.	0.50	\$600.00	\$300.00
Service	12/11/2023	Draft: Prepare deposition subpoenas of third party witnesses.	0.90	\$600.00	\$540.00
Service	01/10/2024	Research & Analysis: regarding potential mediators.	0.70	\$600.00	\$420.00
Service	01/15/2024	Communicate: with client regarding status of case and mediation.	0.30	\$600.00	\$180.00
Service	01/15/2024	Research & Analysis: regarding potential mediator Michael Leb proposed by opposing counsel.	0.30	\$600.00	\$180.00

Service	01/16/2024	Research & Analysis: regarding mediators proposed by opposing counsel.	0.30	\$600.00	\$180.00
Service	01/22/2024	Draft: email to opposing counsel regarding mediation scheduling.	0.20	\$600.00	\$120.00
Service	01/30/2024	Other: manage issues relating to scheduling mediation with Michael Leb.	0.30	\$600.00	\$180.00
Service	03/01/2024	Draft: Joint Case Management Statement	0.50	\$600.00	\$300.00
Service	06/11/2024	Draft: Fuller's mediation brief.	3.00	\$600.00	\$1,800.00
Service	06/12/2024	Draft: Fuller's mediation brief.	3.20	\$600.00	\$1,920.00
Service	06/13/2024	Draft: Fuller mediation brief in advance of mediation with Michael Leb.	3.50	\$600.00	\$2,100.00
Service	06/14/2024	Draft and revise: finalize Fuller's mediation brief in advance of mediation with Michael Leb.	1.00	\$600.00	\$600.00
Service	06/21/2024	Appear for: Mediation with Michael Leb.	5.00	\$600.00	\$3,000.00
Service	07/12/2024	Draft: Joint Case Management Statement	0.50	\$600.00	\$300.00
Service	08/12/2024	Prepare for: the deposition of Michael Farah.	1.50	\$600.00	\$900.00
Service	08/13/2024	Prepare for: the deposition of Michael Farah.	1.50	\$600.00	\$900.00
Service	08/14/2024	Draft: attorney declaration in support of motion for approval of PAGA settlement.	2.30	\$600.00	\$1,380.00
Service	08/14/2024	Appear for: Take the deposition of Michael Farah.	3.00	\$600.00	\$1,800.00
Service	08/15/2024	Draft: motion for approval of PAGA settlement and supporting documentation.	1.80	\$600.00	\$1,080.00
Service	08/27/2024	Draft: motion for approval of PAGA settlement.	2.50	\$600.00	\$1,500.00
Services Subtotal					\$57,420.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/19/2022	Document access fee: Access electronic documents from Superior Court	1.00	\$6.00	\$6.00
Expense	04/27/2022	E-Filing Fee: Cross-Complaint, Amended Summons	1.00	\$10.00	\$10.00
Expense	05/09/2022	E-Filing Fee: Cross-Complaint	1.00	\$10.00	\$10.00
Expense	05/16/2022	E-Filing Fee: Cross-Complaint	1.00	\$10.00	\$10.00
Expense	05/16/2022	Electronic service:: Cross-Complaint	1.00	\$2.00	\$2.00
Expense	05/19/2022	E-Filing Fee: Appearance fee and filing fees	1.00	\$479.55	\$479.55

Expense	06/01/2022	E-Filing Fee: Summons	1.00	\$13.80	\$13.80
Expense	06/09/2022	E-Filing Fee: Amended Cross-Complaint	1.00	\$10.00	\$10.00
Expense	06/09/2022	E-Filing Fee: Notice And Acknowledgment Of Receipt	1.00	\$10.00	\$10.00
Expense	06/09/2022	Electronic service:: Amended Cross-Complaint	1.00	\$2.00	\$2.00
Expense	06/09/2022	E-Filing Fee: Proof Of Service	1.00	\$13.80	\$13.80
Expense	06/16/2022	Jury fee: Notice of Posting Jury Fees	1.00	\$169.05	\$169.05
Expense	07/11/2022	Electronic service:: Answer To Complaint	1.00	\$2.00	\$2.00
Expense	09/06/2022	E-Filing Fee: Case Management Statement	1.00	\$2.00	\$2.00
Expense	09/06/2022	Electronic service:: Case Management Statement	1.00	\$2.00	\$2.00
Expense	09/21/2022	Electronic service:: Peremptory Challenge	1.00	\$2.00	\$2.00
Expense	09/21/2022	E-Filing Fee: Peremptory Challenge	1.00	\$13.80	\$13.80
Expense	09/29/2022	Electronic service:: Deposition Subpoena	1.00	\$3.00	\$3.00
Expense	09/29/2022	Service of Process:: Deposition Subpoena.	1.00	\$44.00	\$44.00
Expense	09/29/2022	Document processing: Discovery responses.	1.00	\$22.50	\$22.50
Expense	10/19/2022	E-Filing Fee: Case Management Statement	1.00	\$14.21	\$14.21
Expense	10/19/2022	Electronic service:: Case Management Statement	1.00	\$3.00	\$3.00
Expense	11/08/2022	Filing fee: Attorney declaration.	1.00	\$14.21	\$14.21
Expense	12/15/2022	Deposition cost: Deposition of Michael Farah	1.00	\$1,883.07	\$1,883.07
Expense	03/24/2023	E-Filing Fee: Case Management Statement	1.00	\$14.21	\$14.21
Expense	05/10/2023	E-Filing Fee: Case Management Statement	1.00	\$14.21	\$14.21
Expense	12/13/2023	Service of Process:: Service of deposition subpoena on Karrah Davis	1.00	\$250.00	\$250.00
Expense	03/05/2024	Electronic service:: Case Management Statement.	1.00	\$2.06	\$2.06
Expense	03/05/2024	E-Filing Fee: Case Management Statement	1.00	\$14.21	\$14.21
Expense	03/05/2024	Mediation Fees: to Michael Leb, mediator	1.00	\$4,250.00	\$4,250.00
Expense	03/05/2024	Electronic service:: Case Management Statement	1.00	\$3.09	\$3.09
Expense	07/15/2024	Filing fee: Case Management Statement	1.00	\$14.21	\$14.21
Expenses Subtotal				\$7,303.98	
Subtotal				\$64,723.98	
Total				\$64,723.98	

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
95	09/27/2024	\$64,723.98	\$0.00	\$64,723.98
Outstanding Balance				\$64,723.98
Total Amount Outstanding				\$64,723.98

Please make all amounts payable to: Law Office of Corbett Williams

Please pay within 30 days.