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THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

WALTER PORTILLO, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

FOX RENT A CAR, INC.; and DOES 1 thru
50, inclusive,

DEFENDANTS.

Case No. 22STCV19855

[Case Assigned for All Purposes to Hon Wendy
Chang in Dept. 36]

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

*[Filed concurrently with Plaintiff's motion for
Approval of Representative Settlement,
Declaration of Jodey Lawrence of Phoenix
Class Action Administration Solutions, and
Plaintiff Walter Portillo in Support of Plaintiff's
Motion for Approval of Representative Action
Settlement; [Proposed] Order, and Judgment]*

Date: March 21, 2024

Time: 8:30 a.m.

Dept.: 36

Complaint Filed: June 17, 2022

Trial Date: August 9, 2024

Reservation No. 359040195386

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I, Kelsey M. Szamet, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am the attorney of record for Plaintiff Walter Portillo in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

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

3. I graduated from the University of California, Santa Barbara, in 1993 with a degree in History. I graduated from Loyola Law School of Los Angeles in 1996. 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 Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement” or “Settlement Agreement”). A true and correct copy of the settlement is attached hereto as Exhibit “1”.

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On June 17, 2022, Plaintiff filed a Representative Action Complaint against Defendant in Los Angeles County Superior Court, Case No. 22STCV19855, entitled WALTER PORTILLO, an individual, on behalf of the State of California, as a private attorney general, PLAINTIFF v. FOX RENT A CAR, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS.

6. On January 8, 2024, Plaintiff filed a First Amended Representative Action Complaint to add representative allegations under Labor Code § 2699 of Violations for Labor Code §§ 204, 246, 247, 510, 1194, 1197, and 1198 for failure to pay all wages during employment, failure to provide sick leave, and failure to pay all minimum, regular, and overtime wages. (Hereafter, the “Action”)

7. Plaintiff alleges a single cause of action under Labor Code § 2699, et seq., the Private Attorneys General Act (“PAGA”) for penalties pursuant to Labor Code §§ 201, 202, 203, 204,

1 226(a), 226.7, 246, 247, 510, 512, 1194, 1197, 1198, and 2802.

2 8. After the case was at issue, the Parties met and conferred and agreed to attend early,
3 private mediation.

4 9. On August 18, 2023, the Parties participated in a full-day mediation via Zoom
5 Videoconference. The Parties reached a settlement at the mediation, after several rounds of
6 discussions and negotiation aided by experienced mediator Jeff Krivis, Esq.

7 10. Although Defendant denies that it violated any pertinent law, it recognized the risks
8 and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to
9 finalization of a formal Private Attorneys General Act Settlement Agreement and the approval of the
10 Court.

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

13 **THE DISCOVERY PROCESS**

14 12. After the matter was at issue, the Parties began to engage in fact discovery and
15 informally exchange pertinent information to understand the nature of the allegations and the scope
16 of potential liability.

17 13. Defendant produced relevant documents such as employment policies and practices
18 to allow Plaintiff to assess the risks as to the merits and the data necessary to assess the potential
19 exposure.

20 14. The time and pay data produced by Defendant contained 17,505 bi-weekly pay
21 periods and 721 employees.

22 15. Plaintiff worked with an expert to analyze the time and pay data for purposes of
23 mediation to examine potential off the clock claims, meal and rest period violations, sick pay claims,
24 and business expense reimbursement.

25 **THE SETTLEMENT**

26 16. Defendant will pay the total sum of \$299,000.00 in full and final settlement of the
27 PAGA claims alleged.

28 17. Per the Settlement, the amount is allocated as follows:

Gross Settlement Amount:	\$299,000.00
PAGA Counsel Fees Payment:	\$99,666.67
PAGA Counsel Litigation Expenses Payment:	\$16,000.00 ¹
Administrator Expenses Payment:	\$6,750.00
Named Plaintiff Enhancement:	\$7,500.00
PAGA Penalties:	\$169,981.87 (\$127,486.40 to the LWDA; \$42,495.47 to PAGA Members)

18. Each aggrieved employee shall receive a pro-rata portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Member. Individual Settlement Payments will be calculated proportionately for each PAGA Member based on the number of the pay periods worked during the PAGA Period in relation to other PAGA Members.

19. For settlement purposes, the aggrieved employees are defined as: all persons who are employed or were employed by Defendant in the State of California as a non-exempt employee at any time during the PAGA Period. ("PAGA Member").

20. Based on the data produced by Defendant, there are 17,505 pay periods at issue and 721 aggrieved employees.

21. The Settlement Agreement contains an escalator clause. If the data transmitted to the Settlement Administrator CONTAQINs more than 18,500 pay periods, Defendant can elect to increase the dollar amount of the Settlement or shorten the release period so that the escalator clause is not triggered.

RISKS AND EVALUATION OF THE SETTLEMENT

22. To help the Court evaluate the fairness of the Settlement, a discussion of the risk evaluation and discount taken follows.

23. Plaintiff believed that Defendant may persuasively argue that the Court should exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under PAGA.

24. Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to

¹ The Settlement Agreement provided for counsel to receive cost reimbursement up to \$16,000.00. However, counsel's final costs come to \$15,101.46. (Ex. § B, ¶9.) The extra money 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 \$16,000.00 contemplated in the settlement agreement. (Ex. 1, § B, ¶9.)

1 “decide not to penalize an employer for a first violation when that violation was due to a clerical
2 error or inadvertent mistake.”

3 25. And in accordance with PAGA, the court in a PAGA action has the same discretion
4 “to assess a civil penalty” that the Labor Commissioner would have, as well as complete discretion
5 to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on
6 the facts and circumstances of the particular case, to do otherwise would result in an award that is
7 unjust, arbitrary and oppressive, or confiscatory.” (Labor Code § 2699(e)(1) and (e)(2)).

8 26. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a
9 potentially persuasive argument that Defendant: (1) the PAGA Members were properly paid and/or
10 reimbursed in accordance with Defendant’s lawful policies and practices, and that any alleged failure
11 to compensate the PAGA Members was the result of inadvertence and clerical error; (2) the PAGA
12 Members were provided with the opportunity to take meal and rest breaks in compliance with
13 California law and reimbursed for any necessary business expenses; (3) until this Action was filed,
14 no employees had compliance about any alleged failure provide meal and/or rest breaks, reimburse
15 expenses, issue accurate itemized wage statements; and (4) none of Defendant’s employees suffered
16 any harm from or actual damage as a result of the conduct that forms the basis for Plaintiff’s
17 allegations. All of which, Counsel for Defendant would argue, should mitigate in factor of
18 significantly reducing or waiving any PAGA penalties.

19 27. While Plaintiff disagrees that this analysis is legally correct or persuasive, PAGA
20 Counsel had to consider the foregoing facts and arguments and how they might impact any judgment
21 ultimately awarded to PAGA Members if the Court were persuaded by them.

22 28. Plaintiff alleged that all aggrieved employees were forced to work on a regular and
23 consistent basis without receiving compensation for all hours worked at the proper rate. Specifically,
24 Plaintiff and the aggrieved employees would routinely work “off the clock” and performed
25 compensable activities before and after working each shift for which no pay was provided.

26 29. Defendant vehemently denied this claim and argued that its labor policies prohibit
27 off-the-clock work.

28 30. Defendant argued that Plaintiff’s theory of liability would be extremely difficult to

1 prove on a representative basis.

2 31. Defendant argued that this case would devolve into a series of mini-trials wherein
3 each Class Member would have to testify as to whether he or she actually worked off the clock on
4 any given day and why.

5 32. Plaintiff acknowledges that this can be a highly difficult type of claim to prove
6 because there are no time records to substantiate or evaluate the claim.

7 33. This type of inquiry, Defendants would argue, makes its very difficult to establish
8 liability based on common or representative proof.

9 34. Based on this acute risk, Plaintiff believed it was appropriate to discount this claim
10 for settlement purposes.

11 35. Plaintiff alleged that Defendant failed to apprise Plaintiff and the aggrieved
12 employees of their rights associated with meal periods and failed to provide compliant meal periods.

13 36. Defendant countered that it has a written policy that complied with the law and that
14 it regularly reminded employees to punch out for lunch before the end of the fifth hour of work.

15 37. Plaintiff contends meal breaks were strictly at a supervisor's discretion, and he was
16 regularly interrupted by supervisors and coworkers to discuss sales, performance, and the like.
17 Further he contends that numerous times would not be permitted to take lunch until after the start of
18 the sixth hour of work. When this occurred, Plaintiff alleged that Defendant would adjust Plaintiff's
19 timecards to show a lunch prior to the end of the fifth hour to avoid paying a meal premium to
20 Plaintiff. Additionally, Plaintiff alleged that he would not be given a second meal break when he
21 worked long shifts over 10 hours.

22 38. Plaintiff argued that Defendant owes a meal premium for each and every unlawful
23 meal period paid out at the employee's regular rate, not at an employee's base hourly wage.

24 39. In response, Defendant argued that aggrieved employees were provided with legally
25 compliant meal periods.

26 40. As with the wage claim, Defendant argued that Plaintiff's theory of liability would
27 be extremely difficult to prove on a representative basis because the time records will show
28 compliant meal periods so Defendant would argue that it would be entitled to inquire of each

1 aggrieved employee, on each day whether or not they were provided with compliant meal periods.
2 Rather, an employer satisfies (as Defendant would argue) its obligation to provide meal periods if
3 “it relieves its employees of all duty, relinquishes control over their activities and permits them a
4 reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage
5 them from doing so.”

6 41. Plaintiff was confident that Defendant would attempt to gather testimonial evidence
7 from aggrieved employees indicating that the records were accurate and either they took compliant
8 meal breaks as reflected in the records or were paid a meal period premium in lieu thereof.

9 42. Though Plaintiff does not believe this was the case, Plaintiff must acknowledge it
10 poses risks at trial.

11 43. There is risk as to both sides as to what declarations and depositions of aggrieved
12 employees might reveal.

13 44. Plaintiff had to consider that Defendant could secure several declarations from
14 aggrieved employees that all complaint breaks were “provided”, but that they chose to take late
15 breaks or forego breaks on occasion.

16 45. Plaintiff acknowledged there was significant risk as to establishing liability on the
17 meal period claim.

18 46. Plaintiff believes it is fair and reasonable to discount the meal period claim for
19 settlement purposes.

20 47. Plaintiff alleges that his workload was so heavy that he was consistently and regularly
21 denied rest breaks. If the sales floor was busy, Plaintiff contends that Defendant required him to miss
22 rest breaks to help with the workload.

23 48. In its defense, Defendant argued that Plaintiff’s rest period claim cannot readily be
24 proven as to all aggrieved employees because California law does not require employees to record
25 rest periods.

26 49. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant
27 would have argued that there was simply no way to know (1) whether a break was taken on any
28 given day; and (2) if not, why not.

1 50. For each instance where an employee contends that she did not take a 10-minute rest
2 period by the end of the fourth hour of work, the trier of fact would still have to determine why that
3 particular employee had less than their full allotment of rest time. Defendant accordingly would have
4 argued that rest break claims are inherently individualized in nature because employers only need to
5 “authorize and permit” breaks; they need not ensure that rest breaks are taken.

6 51. Plaintiff had to acknowledge that it could potentially be easy for Defendant to defeat
7 this claim if it was able to gather testimonial evidence from aggrieved employees indicating that they
8 were provided the opportunity to take all required rest breaks each day.

9 52. Though Plaintiff does not believe this was the case, Plaintiff must acknowledge it
10 poses serious risks as to establishing liability.

11 53. Just as with meal periods, there is risk as to both sides as to what declarations and
12 depositions of aggrieved employees might reveal.

13 54. Plaintiff believes discounting this claim for Settlement purposes was appropriate
14 periods.

15 55. Plaintiff alleges that he and all aggrieved employees were required to incur
16 substantial expenses in direct consequence of the discharge of their duties for Defendant without
17 reimbursement.

18 56. The main risk here is the factual dispute at hand.

19 57. Defendant contends that it does not require aggrieved employees to use personal
20 cellphones; it provides work phones that are readily available and computers for email usage.

21 58. If Defendant were able to establish such, there could be no recovery at all for this
22 claim.

23 59. Plaintiff alleged that Defendant provides aggrieved employees itemized wage
24 statements that do not accurately show total hours worked or all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked at each hourly rate in violation
26 of the Labor Code.

27 60. Plaintiff alleged that he and the aggrieved employees are furnished wage statements
28 that do not include meal and rest period premiums as a result of the claims alleged above.

1 61. Defendants commonly argue that, without more, wage statement claims are nothing
2 but technical violations for which a court should award a dramatically reduced civil penalty, if
3 anything at all.

4 62. Plaintiff alleged Defendant has failed to set forth the amount of sick leave
5 available, or paid time off leave an employer provides in lieu of sick leave, on the itemized
6 wage statements described in Labor Code § 226 that it issues to Plaintiff and all aggrieved
7 employees.

8 63. Defendant argued that it did itemize the sick pay correctly.

9 64. A review of the itemized wage statements suggests defendant is correct and the
10 likelihood of success of the merits was not strong.

11 65. Plaintiff believes it was reasonable to dramatically discount this claim for settlement
12 purposes.

13 66. Plaintiff and the aggrieved employees were paid after the seventh (7th) day following
14 the close of the payroll period in violation of these statutes.

15 67. The main risk here is that Defendant argued that payroll was completed within seven
16 (7) calendar days following the close of the payroll period.

17 68. Because the face of the paystubs do show this, Plaintiff felt this was not a strong
18 claim and therefore little to no value to it for settlement purposes.

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

21 70. The risk analysis for the section 203 claim flows from the risk analysis for the
22 underlying wage claim discussed above as derivative waiting-time penalties are only as strong as the
23 underlying predicate claims and are subject to good faith defenses.

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

27 72. The bigger risk that Plaintiff analyzed, however, is that to establish liability for
28 waiting time penalties, Plaintiff would have to establish not only that the underlying violations

1 occurred, but also that Defendant's conduct was "willful."

2 73. If Defendant could establish that any alleged failure to blend was the result of mistake
3 or oversight and not "willful", then it is possible that Plaintiff would not be able to recover penalties
4 for this claim.

5 74. Because of this risk, Plaintiff determined that accepting a discount for settlement
6 purposes was appropriate.

7 75. Based on the time and pay data produced by Defendant and analyzed by Plaintiff's
8 expert, the maximum potential exposure for the PAGA claims for the PAGA Members is \$1,750,500
9 (17,505 pay periods at issue multiplied by \$100 a pay period).

10 76. While there is no authority available on this issue, a court could conceivably "stack"
11 per pay periods violations, and the full potential value could balloon up to over \$14,000,00.00
12 (\$1,750,500 x 8 distinct claims alleged), but in light of the immense discretion available, Plaintiff
13 believes the Settlement is reasonable.

14 77. Indeed, if this Court were to ultimately award \$18 per pay period as the trial court
15 did in *Fleming v. Covidien Inc.*, *supra*, the present Settlement is well within that range at \$17 per
16 pay period (for purposes of comparison the \$18/pay period in *Fleming* would be \$315,090 here as
17 17,505 pay periods x \$18 = \$315,090). Were the Court to award 10% of maximum civil penalty as
18 occurred in *Carrington*, *supra*, 30 Cal. App. 5th 504, the result here would be \$175,050.

19 78. Given that this Settlement is well within the range of awards in other trial courts,
20 Plaintiff believes this settlement of \$299,000 is a very fair and reasonable settlement

21 **ATTORNEY COMPETENCE**

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

- 1 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
2 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
3 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 4 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
5 December 2005, Honorable Rita Miller granted final approval of Settlement in the
6 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 7 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
8 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
9 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 10 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
11 2008, the Honorable Mary Thornton House granted final approval of Settlement
12 in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request
13 of 33 1/3%.
- 14 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
15 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
16 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
17 33.3%.
- 18 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
19 March 2012, the Honorable James P. Kleinberg granted final approval of
20 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
21 fees request of 33.3%.
- 22 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
23 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
24 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
25 court granted attorneys' fees request of 38%.
- 26 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
27 2014, the Honorable William F. Highberger granted final approval of Settlement
28 in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request

of 33.33%.

- i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-00705 AWIJLT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.
- k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.
- l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.
- m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of \$5,250,000.
- n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of 38%.
- o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus interest, with

attorney's fees benchmark award of \$1,525,000.

- p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

80. 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 15 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),

1 contested class certification granted in August 2020.

2 81. PAGA Counsel is experienced in the handling of wage and hour class and
3 representative actions and supports this Settlement. Based on its analysis, PAGA Counsel believes
4 that this settlement is fair and reasonable and in the best interest of the aggrieved employees.

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

8 **REQUESTS FOR ATTORNEYS' FEES AND COSTS**

9 83. As detailed fully in the Settlement, the settlement provides for Defendant to create a
10 Gross Settlement Amount of \$299,000.00. From that fund, Plaintiff requests an award of attorneys'
11 fees for PAGA Counsel in the amount of \$99,666.67, or 33.33% of the Gross Settlement Amount,
12 and \$16,000.00 in reimbursement for litigation costs.

13 84. In addition to the complexity of this case, Kingsley & Kingsley, APC has borne the
14 entire risk and costs of this litigation during the entire time that it has been pending, all on a pure
15 contingency basis. Through the investment of substantial effort and resources, Kingsley & Kingsley,
16 APC has secured an outstanding Settlement of behalf of the PAGA Members. Defendant vigorously
17 contested liability, the amount of claimed damages, and the propriety of class certification. It is this
18 kind of situation, involving complex issues, that has been recognized as justifying a substantial
19 attorney fee award.

20 85. I am very familiar with the contingent fee market throughout California and in the
21 Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and
22 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
23 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many
24 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any
25 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
26 out of the recovery amount. The named Plaintiff in this action signed a contingency fee agreement
27 that stated that counsel would be able to make a fee of up to 40% of any recovery if the case
28 settles. These are typical and standard percentages in employment-related contingency

1 agreements throughout California. Indeed, in my opinion, the aggrieved employees in this wage
2 and hour case could not have retained competent counsel in California, particularly with the
3 considerable skill and expertise of my firm, for any amount significantly less than the contingency
4 fee percentage provided in this retainer agreement. Kingsley & Kingsley, APC has never been
5 paid any money for attorneys' fees in this case and has advanced all costs.

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

14 87. Additionally, there are cases where Kingsley & Kingsley, APC takes on the
15 extreme risk of attempting to certify a class case, often times turning down class or individual
16 settlement offers that Kingsley & Kingsley, APC feels are not in the best interest of the settled
17 class, only to lose class certification and the costs and fees associated with the litigation. *See e.g.*,
18 *Prosad v. Del Taco Restaurant Services, Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009);
19 *Perez v. Safelite Group, Inc.*, CV-10-8653-RGK(FFMx) (C.D. Cal. filed October 5, 2010).

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

25 89. In addition to appealing class certification denials, Kingsley & Kingsley has been
26 involved in numerous lengthy and protracted appeals process before the California Court of
27 Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm
28 specifically has taken and lost some issues on appeal that required the write-off of significant

1 legal fees. Also, our firm has been successful on appeal and overturned unfavorable lower court
2 rulings or successfully fought to have successful rulings affirmed. Below is just a sample of some
3 of these appeals:

- 4 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
5 pharmaceutical sales representatives are exempt employees affirmed);
- 6 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)
7 (lower court ruling in employer's favor that certain employees can share in
8 mandatory tip pool affirmed);
- 9 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
10 ruling in employer's favor that certain employees can share in mandatory tip pool
11 affirmed);
- 12 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
13 employer's favor approving employer's commission pay plan affirmed) ;
- 14 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
15 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
16 employees affirmed);
- 17 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court
18 ruling that pharmaceutical sales representatives are exempt employees affirmed);
- 19 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
20 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
21 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
22 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
23 Supreme Court affirmed lower court);
- 24 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
25 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
26 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
27 arbitration affirmed);
- 28 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.

1 9, 2016) (lower court ruling in employee’s favor on motion to compel arbitration
2 affirmed);

3 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
4 in part and affirming in part trial courts order compelling arbitration);

5 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
6 summary judgement in favor of employer on wage statement claim);

7 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
8 2018) (affirming judgement for employees after bench trial);

9 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
10 before the California Supreme Court on January 6, 2020 and a decision was
11 published in March 2020.

12 90. Unlike plaintiffs’ firms, which bear the risk of loss on contingency cases, defense
13 firms are able to bill their clients for time spent on a case. As verified by a survey conducted by
14 the National Law Journal nearly a decade ago, six California firms provided their hourly billing
15 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
16 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are
17 located in Orange County, Los Angeles County, San Francisco County, and San Diego County.
18 This survey is attached hereto as Exhibit “2”.

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

24 **PAGA COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

25 92. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
26 PAGA Counsel have an aggregate lodestar in the amount of \$77,717.50 which represents 93.60
27 hours of attorney work on this litigation from its inception through the date of this filing of
28 Plaintiff’s instant Motion.

1 93. As such, PAGA Counsel is asking for a modest lodestar multiplier of 1.28.

2 94. This case dealt with difficult legal and factual questions. Significantly, the risk
3 attendant to the underlying claims in this matter was great considering Defendant's defenses as
4 discussed in detail above. Were this case to proceed, Defendant would have a strong incentive to
5 litigate tenaciously. There are genuine issues in dispute.

6 95. Furthermore, PAGA Counsel was able to obtain a Settlement within the range of
7 other trial court awards in similar matters.

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

10 97. To achieve the ultimate result in this case, my firm had to incur substantial risk and
11 expense, and were precluded from taking other fee generating employment for approximately 94
12 hours of attorney time.

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

17 99. PAGA Counsel believe this is an exceptional result that has been well received by
18 the PAGA Members.

19 100. PAGA Counsel litigated this action with great efficiency in light of the amount of
20 work required to achieve the Settlement.

21 101. The requested hourly rates in this case range from \$450.00 per hour to \$1,100.00.

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

24 103. Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action
25 lawsuits. He is billed at \$1,100 per hour.

26 104. He has litigated several hundred such cases, including at the appellate level at the
27 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
28 Appeal.

1 105. He is also a prolific speaker at various seminars on employment law and has
2 contributed to legal publications on employment topics.

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

7 107. My office billed for the following five attorneys for work performed on this case: Eric
8 Kingsley, Liane Katzenstein Ly, Jessica Bualon, Shannen Garrett, and me.

9 108. I am a partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts degree,
10 *cum laude*, from the University of California San Diego and received my law degree from UCLA
11 School of Law in 2008, where I was active in the Women’s Law Journal and community-based legal
12 clinics. I have been practicing since 2008 and is billed at \$800 per hour.

13 109. Liane Katzenstein Ly, a partner at Kingsley & Kingsley, APC, has a billing rate of
14 \$800 per hour. She is an honors graduate of Florida State University, and received her JD from
15 University of California Davis School of Law in 2008, where she was an editor of the Environmental
16 Law Journal and a board member of the King Hall Negotiations Team.

17 110. Jessica Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon is
18 a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her
19 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean’s
20 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment
21 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a
22 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of
23 2021. She is billed at \$450 per hour.

24 111. Shannen T. Garrett is a former Associate Attorney at Kingsley & Kingsley, APC. Ms.
25 Garrett earned her J.D. from Loyola Law School and was admitted to practice in October 16, 2017.
26 She is billed at \$475 per hour.

27 112. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New*
28 *Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two dozen

1 bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour,
2 with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite
3 low inflation and weak demand for legal services, rates at large corporate law firms have risen by
4 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest
5 rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit
6 “3”.

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

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

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

14 116. Finally, PAGA Counsel’s rates are in line with the adjusted Laffey Matrix, which is a
15 a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
16 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.
17 Kingsley, is \$1,057, a reasonable rate for an attorney with 15 years of experience, such as Ms.
18 Szamet, is \$878, a reasonable rate for an attorney with 2 or less years of experience, such as Ms.
19 Bulaon, is \$437, and a reasonable rate for an attorney with 5+ years of experience, such as Ms.
20 Garrett. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as
21 Exhibit “4”.

22 117. Kingsley & Kingsley’s attorneys’ fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	16.4	\$1100.00	\$18,040.00
Kelsey M. Szamet	31.2	\$800.00	\$24,960.00
Liane Katzenstein Ly	40.0	\$800.00	\$32,000.00
Jessica Bulaon	5.3	\$450.00	\$2,385.00

Shannen Garrett	0.70	\$475.00	\$332.50
KINGSLEY TOTAL ATTORNEYS' FEES	93.60		\$77,717.50²

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

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

² The Total Attorneys' Fees does not include PAGA Counsel anticipated 10-15 hours of future time to handle the final approval hearing in July and to oversee the administration process.

communications with defense counsel.

119. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.28.

120. I believe the request for attorneys' fees in the amount of \$99,666.67, or 33.33% of the Gross Settlement Amount is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

121. 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. There are genuine issues in dispute.

122. This matter had been handled purely on a contingency fee basis and my firm has 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 firm resources to prosecution of this matter.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

123. In addition to their request for fees, PAGA Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$15,101.46.

124. To date, PAGA Counsel has incurred \$14,501.46 in costs and PAGA Counsel anticipates incurring an additional \$600.00 in costs to file and serve this motion.

125. Though the Settlement provides for a reimbursement of litigation costs of up to \$16,000.00, Counsel is only requesting a cost reimbursement of \$15,101.46.

126. All of the requested costs are reasonable in amount and were necessarily incurred by PAGA Counsel in prosecuting this litigation.

127. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by PAGA Counsel, with the exception of the anticipated cost of

1 filing the present motion.

2 128. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
3 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
4 should approve the request for reimbursement in the amount of \$15,101.46.

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

6 129. The Settlement calls for an enhancement payment of \$7500.00 to the named Plaintiff,
7 to be paid from the Gross Settlement Amount.

8 130. The time spent by Walter Portillo includes identifying competent counsel, providing
9 information to PAGA Counsel regarding Plaintiff's relevant employment experiences, compiling
10 documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories
11 of liability, reviewing settlement documents, and making himself available for a full day of
12 mediation.

13 131. PAGA Counsel considers this to be a fair and reasonable enhancement.

14 132. The enhancement takes into consideration the time, effort, risks, and expense
15 incurred by Plaintiff in coming forward to litigate this matter on behalf of the PAGA Members.

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

17 **AGENCY**

18 133. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Approval
19 of Representative Action Settlement ("Motion") was uploaded to the Labor and Workforce
20 Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission
21 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
22 receipt is attached hereto as Exhibit "6".

23 **EXHIBITS**

24 134. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed PAGA
25 Settlement Agreement.

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

28 136. Attached hereto as Exhibit "3" is a true and correct copy of Wall Street Journal on

1 February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

2 137. Attached hereto as Exhibit “4” is a true and correct copy of the 2023-2024 Adjusted
3 Laffey Matrix.

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

6 139. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission
7 to the LWDA as referenced in paragraph 129 above.

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

10 This declaration was executed this 28th day of February, 2024, in Altadena, California.

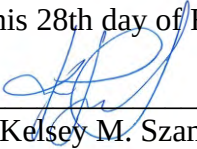
11 
12 _____
Kelsey M. Szamet

EXHIBIT "1"

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Walter Portillo v. Fox Rent A Car, Inc.

Los Angeles County Superior Court Case No. 22STCV19855

This Private Attorneys General Act (“PAGA”) Settlement Agreement (the “Settlement Agreement”) sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Settlement Agreement.

A. PARTIES AND SCOPE

1. “Plaintiff” means Plaintiff Walter Portillo.
2. “Defendant” means Defendant Fox Rent A Car, Inc.
3. The “Parties” means Plaintiff and Defendant, collectively.
4. The “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Walter Portillo v. Fox Rent A Car, Inc.*, Los Angeles County Superior Court, Case No. 22STCV19855, initiated on or around June 17, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.
5. “PAGA Period” means the period of time beginning on April 12, 2021, and up to and including the earlier of either October 18, 2023, or the date the Court grants approval of the Settlement Agreement.
6. “PAGA Member” or “PAGA Members” means all persons who are employed or were employed by Defendant in the State of California as a non-exempt employee at any time during the PAGA Period.

B. ESSENTIAL MONETARY TERMS

7. “Gross Settlement Amount” (“GSA”) means the amount of Two Hundred Ninety-Nine Thousand Dollars and Zero Cents (**\$299,000.00**) that Defendant will pay if the Court approves this Settlement Agreement and the Effective Date occurs. The GSA will fund: (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorney’s Fees to PAGA Counsel; (d) the award of Attorney’s Costs to PAGA Counsel; (e) the Representative Enhancement Award to Plaintiff; and (f) the Settlement Administration Costs.
8. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to PAGA Counsel for the services they have rendered and will render to the PAGA Members in the Action, and which shall not exceed Thirty-Three and One Third Percent (33-1/3%) of the GSA, or **\$99,666.67**. This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred

in connection with obtaining the Court's approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Fees will be funded by the GSA.

9. "Attorneys' Costs" means such litigation costs as the Court may award to PAGA Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Sixteen Thousand Dollars and Zero Cents (**\$16,000.00**). This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Costs will be funded by the GSA.

10. "Representative Enhancement Award" means such compensation as the Court may award to Plaintiff for his efforts during the Action, which shall not exceed Seven Thousand Five Hundred Dollars and Zero Cents (**\$7,500.00**). The Representative Enhancement Award will be funded by the GSA and shall be in addition to any Individual Settlement Payment issued to Plaintiff.

11. "Settlement Administration Costs" means the amount from the GSA which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, and which shall not exceed Six Thousand Seven Hundred and Fifty Dollars and Zero Cents (**\$6,750.00**).

C. ADDITIONAL DEFINITIONS

12. "Agreement" or "Settlement Agreement" shall mean this Private Attorneys General Act Settlement Agreement and Release.

13. "PAGA Member List" means the list of full names, most recent mailing addresses, most recent telephone numbers, Social Security numbers, and dates of employment or number of pay periods, as available, for all PAGA Members, which Defendant will diligently and in good faith compile from Defendant's records.

14. "PAGA Notice" means the form of notice that will be sent to each PAGA Member accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

15. "Net Settlement Amount" means the Gross Settlement Amount minus Attorneys' Fees, Attorneys' Costs, Representative Enhancement Award, and Settlement Administration Costs. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA and twenty-five percent (25%) of the Net Settlement Amount will be distributed to PAGA Members.

16. "LWDA Payment" means seventy-five percent (75%) of the Net Settlement Amount. The LWDA Payment will be issued to the LWDA.

17. “Aggrieved Employee Settlement Fund” means twenty-five percent (25%) of the Net Settlement Amount. Individual Settlement Payments will be made to the PAGA Members from the Aggrieved Employee Settlement Fund.

18. “Individual Settlement Payment” means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Member. Individual Settlement Payments will be calculated proportionately for each PAGA Member based on the number of the pay periods worked during the PAGA Period in relation to other PAGA Members.

19. “Total PAGA Pay Periods” means the sum of all pay periods worked by all PAGA Members as a non-exempt hourly employee in California during the PAGA Period.

20. “Pay Period Value” means the quotient of the Aggrieved Employee Settlement Fund divided by the Total PAGA Pay Periods.

21. “Pay Period” or “pay period” means a pay period during the PAGA Period during which a PAGA Member was employed by Defendant and worked at least one shift.

22. “Void Date” means the 181st day after issuance of Individual Settlement Payment checks to PAGA Members, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

23. “Defense Counsel” means Tracy R. Leidner, Esq., and Timothy M. Wojcik, Esq., of Littler Mendelson, P.C.

24. “PAGA Counsel” means Eric B. Kingsley and Kelsey M. Szamet, Esq. of Kingsley & Kingsley, APC.

25. “Settlement Administrator” means Phoenix Class Action Administration Solutions or such other third-party settlement administrator as may be appointed by the Court for the purposes of administering this Settlement.

26. “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.

27. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement Agreement shall be paid, as set forth herein.

28. “Court” means the Los Angeles County Superior Court, where the Los Angeles County Superior Court Case No. 22STCV19855 is venued and specifically the courtroom or department where such judge or judges assigned to the Action sits.

29. “Complaint” means the operative First Amended Complaint filed by Plaintiff in the Action on or around January 8, 2024.

D. RELEASES

30. “Released Claims” means all claims for civil penalties under PAGA arising from the same facts and/or claims alleged in the Action, or related to claims that were pled or that could have been pled based on the facts alleged in the Action, including but not limited to: (A) claims for failure to provide meal periods in violation of Labor Code §§ 226.7, 512 and 1198, failure to provide rest periods in violation of Labor Code §§ 226.7 and 1198, failure to pay meal or rest period premium wages in violation of Labor Code § 226.7, failure to pay all minimum and regular wages in violation of Labor Code §§ 510, 1194, 1197, 1198 and/or the applicable Industrial Welfare Commission Wage Order(s), failure to pay overtime wages in violation of Labor Code §§ 510, 1194, 1197, 1198, failure to timely pay all wages due during employment in violation of Labor Code in violation of Labor Code § 204, failure to timely pay all wages due upon termination of employment in violation of Labor Code §§ 201(a) and 202(a), failure to provide accurate itemized wage statements in violation of Labor Code § 226, failure to provide expense reimbursement in violation of Labor Code §§ 2800 and 2802, and failure to provide paid sick leave in violation of Labor Code §§ 246 and 247; (B) all claims for penalties for failure to pay for any time worked or spent before “clocking in” or after “clocking out,” (C) all claims for penalties for failure to correctly calculate and/or utilize regular rate of pay or regular rate of compensation for purposes of overtime pay, meal premium pay, rest period pay, sick pay, or any other type of compensation; (C) all claims that Defendant is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (D) all claims that Defendant is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (E) all claims that Plaintiff and/or the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to PAGA Counsel pursuant to the Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release.

31. “Released Parties” means Defendant and any of its subsidiaries, predecessors, successors, members, managers, affiliates, and otherwise related entities, and any of its past, present and/or future, direct and/or indirect, officers, directors, partners, investors, shareholders, administrators, parent companies, divisions, assigns, and joint ventures.

32. Release by PAGA Members. Upon the Effective Date, Plaintiff shall, on behalf of himself, the State of California, and all PAGA Members, release the Released Parties from the Released Claims during the PAGA Period. PAGA Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Members shall be deemed to have, and by operation of the Order approving the Long Form Settlement Agreement, shall have, fully, finally, and forever settled and released any and all of the Released Claims during the PAGA Period, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

33. General Release by Plaintiff. In addition to the Released Claims discussed above, as of the Effective Date, Plaintiff, for and on behalf of himself and his agents, heirs, executors,

administrators and assigns (“Releasing Parties”) hereby unconditionally waives, releases and forever discharges the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys’ fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Plaintiff’s employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from Plaintiff’s relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Nondiscrimination Act of 1998, California Constitution Article 1 section 8, California’s Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, et seq., California Business and Professions Code sections 2725, 2750, et seq., and 17200, et. seq., Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501 (“Individually Released Claims”).

Plaintiff also waives any and all rights conferred upon him under Section 1542 of the California Civil Code, which provides as follows:

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.

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision and is further consideration for the covenants and conditions contained herein.

E. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

34. Defendant will cause the GSA to be deposited into the Settlement Fund Account no later than the Funding Date.

35. "Funding Date" means the date that is fourteen (14) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

36. "Effective Date" means the first date upon which all of the following have occurred: (i) the Court has granted final approval of the Settlement Agreement, (ii) the Court has entered Final Judgment, and (iii) the Court's order granting final approval of the Settlement Agreement and entry of Final Judgment has become final and is no longer appealable. For purposes of this Settlement Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund the Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

F. SETTLEMENT ADMINISTRATION PROCEDURES

37. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Agreement.

38. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement Agreement on a mutually available date. In conjunction with such hearing, PAGA Counsel will present this Settlement Agreement to the Court with a written motion for an order (i) approving and incorporating by reference the terms and conditions of the Settlement Agreement, (ii) retaining jurisdiction over the parties under Code of Civil Procedure Section 664.4 to enforce the Settlement Agreement, and (iii) dismissing the entire Action with prejudice. PAGA Counsel will be primarily responsible for drafting all documents necessary to obtain the above order, and shall provide drafts of such documents for review and approval by Defense counsel prior to the filing of same. Defendant will not oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

39. No Right of PAGA Member to Object or Opt-Out. The Parties agree there is no right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the

Settlement. Nor is there any right for any PAGA Member to dispute the value of the Individual Settlement Payment provided to them under this Settlement. Except as otherwise stated, Plaintiff will vigorously defend against any attempt by any PAGA Member or by any entity or agency to intervene in this matter or object to, or opt-out of this Settlement. The Parties further agree there is no right or opportunity for any PAGA Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal taken by any PAGA Member, entity, or agency of the Court's approval of the Settlement.

40. LWDA Notice. Pursuant to California Labor Code § 2699(l)(2), Plaintiff, through PAGA Counsel, will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff, through PAGA Counsel, will also file a declaration in support of his motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Plaintiff, through PAGA Counsel, to the LWDA within ten (10) days after entry of the judgment or order.

41. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

42. Settlement Administrator. Upon approval of the Court, the Parties will retain Phoenix Class Action Settlement Administrators as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying PAGA Notice to PAGA Members; disbursing payment of Attorney's Fees and Attorney's Costs to PAGA Counsel; disbursing the Representative Enhancement Award to Plaintiff; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Members, Plaintiff, and PAGA Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, PAGA Counsel or any PAGA Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

43. PAGA Member List. Within twenty-one (21) calendar days of the Court's approval of the Settlement, Defendant will provide the Settlement Administrator with the PAGA Member List, which shall be used solely for the administration of this Settlement and for no other purpose,

and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Members' sensitive personal information is included in the PAGA Member List, the Settlement Administrator shall maintain the PAGA Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Member List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the PAGA Member List in its possession once settlement administration is concluded.

44. Change of Address Search. Within fifteen (15) calendar days of receipt of the PAGA Member List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each PAGA Member.

45. Payment of Attorney's Fees and Attorney's Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to PAGA Counsel. All PAGA Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney's Fees and Attorney's Costs amongst PAGA Counsel, before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to PAGA Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to PAGA Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or PAGA Members. The Parties further agree that PAGA Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Plaintiff and/or PAGA Members.

46. Payment of Representative Enhancement Award. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Plaintiff.

47. Settlement Administration Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

48. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

49. Issuance of Individual Settlement Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members' last known mailing address. Any Individual Settlement

Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Any Individual Settlement Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

50. Calculation of Individual Settlement Payments.

a. All PAGA Members will receive an Individual Settlement Payment. The amount of each PAGA Member's Individual Settlement Payment will be calculated based on the total number of pay periods each PAGA Member worked as a non-exempt hourly employee in California during the PAGA Period.

b. The Pay Period Value will be calculated by the Settlement Administrator once the Net Settlement Amount and Aggrieved Employee Settlement Fund are determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Award, and Settlement Administration Costs.

c. To establish the Pay Period Value, the Settlement Administrator will first determine the Total Pay Periods for all PAGA Members from the PAGA Member List.

d. The Pay Period Value will be the quotient of the Aggrieved Employee Settlement Fund divided by the Total Pay Periods.

e. The Individual Settlement Payment to each PAGA Member will be determined by multiplying the Pay Period Value and the PAGA Members' total number of pay periods worked as a non-exempt hourly employee in California during the PAGA Period.

51. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

52. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Members, and PAGA Counsel, IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

53. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. PAGA Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

54. Handling of Unclaimed Individual Settlement Payments. No portion of the GSA

shall revert to Defendant. If an individual settlement payment check remains uncashed 180 days after its issuance, that check shall be voided and the Settlement Administrator shall, within fourteen (14) calendar days after the Void Date, pay the amount represented by the voided check to the State of California Unclaimed Property Fund in the name of the PAGA Member who did not cash the check. In such event, the PAGA Member shall nevertheless remain bound by the settlement.

F. MISCELLANEOUS PROVISIONS

55. No Admission of Liability. This Settlement Agreement is entered into without any admission of liability and Defendant expressly denies any wrongdoing or liability to Plaintiff or the PAGA Members.

56. Cooperation. The Parties will work cooperatively to secure a prompt and final resolution of the Action consistent with the terms of this Settlement Agreement, including but not limited to, obtaining Court approval of the Settlement Agreement, and executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

57. Escalator Clause. In the event that the total number of pay periods worked by all PAGA Members during the PAGA Period exceeds 18,500, Defendant will have the choice to either: (a) increase the Net Settlement Amount by the "Escalation Dollar Amount" which will be calculated by multiplying the Pay Period Value by the number of Total PAGA Member Pay Periods that exceed 18,500; or (b) changing the end date of the PAGA Period to such earlier date that causes the Total PAGA Member Pay Periods to be 18,500 or less.

58. Publicity. Plaintiff and PAGA Counsel will not communicate the fact of, or the terms of, this Agreement to members of the press, including to Verdicts and Settlements. Plaintiff and PAGA Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website or social media platform for publicity or advertising purposes and/or in publication materials generally available to the public.

59. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

60. 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 will 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, her or its own, independent legal and tax counsel 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 advisor 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. Defendant, Defense Counsel, Plaintiff and PAGA Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and PAGA Members are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, or by the Settlement Administrator in this regard. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

61. Taxes or Penalties Assessed. Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendant, Defense Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

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

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

64. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

65. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

66. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement Agreement to a third party.

67. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement

Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

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

70. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

71. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

72. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

73. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

It is hereby agreed.

Dated: January 17, 2024

PLAINTIFF WALTER PORTILLO

DocuSigned by:
By: 
A1BA652B809A45A...
WALTER FORTILLO

Dated: 02/08/2024

DEFENDANT FOX RENT A CAR, INC.

By 
Name: Sean O'Neill
Title: Chief Human Resources Officer

APPROVED AS TO FORM:

Dated: January 18, 2024

KINGSLEY & KINGSLEY, APC

By 
Eric B. Kingsley
Kelsey M. Szamet
Liane Katzenstein Ly
Attorneys for Plaintiff and the aggrieved
employees

APPROVED AS TO FORM

Dated: 2/8/24

LITTLER MENDELSON, P.C.

By 
Tracy Leidner
Timothy M. Wojcik
Attorneys for Defendant

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
1	ALM RESEARCH										
2	2007 NLJ Billing Survey										
3	Fiscal Year - 2007										
4	Billing Source-National Law Journal 12/11/2007										
5	Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
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	\$380	\$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 Gosssett	\$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 Cole	\$805	\$205	\$500	\$145						

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

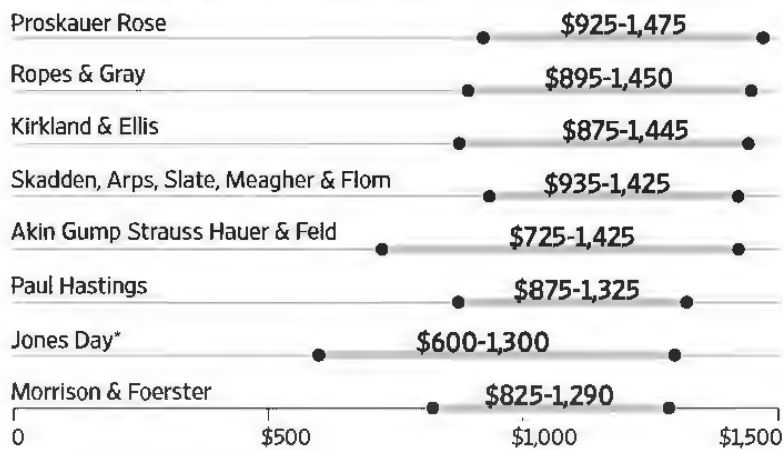
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History

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

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

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

EXHIBIT "5"

Fox Rent A Car adv. Portillo, Walter
Walter Portillo • 415-231-9123 • Wallyborgsf@yahoo.com

Historic Cost

Filing Fee

Created: 2/27/2024 at 4:37 PM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs



OLINV#05693749 Fox 1.30.24.pdf ▾

Date Incurred

1/30/2024

Description

OLINV#05693749 Fox 1.30.24

Filing Fee

Created: 2/22/2024 at 3:53 PM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs



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Date Incurred

1/24/2024

Description

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Trialworks TaskCode

filing fee

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One Legal

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Date Incurred

1/17/2024

Description

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Created: 2/12/2024 at 1:00 PM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs



OLINV#05629339 Fox 1.8.24.pdf ▾

Date Incurred

1/8/2024

Description

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Trialworks TaskCode

costs

Payee

Doc retrieval online

Description

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Docs



Transaction Details for your Online Servi... ▾

Date Incurred

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Trialworks TaskCode

costs

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Journal Technologies - Stanley Mosk Reservation fee

Description

Fox Rent A Car - Make a Reservation _ Journal Technologies Court Portal

Notes

Rep Action Settlement Motion

Date Incurred

12/20/2023

Docs



Fox Rent A Car - Make a Reservation _ J... ▾

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Trialworks TaskCode

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Payee

One Legal

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Description

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Date Incurred

12/11/2023

Description

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Trialworks TaskCode

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Date Incurred

11/2/2023

Payee

DocuSign

Notes

long form PAGA settlement and release + w9

Filing Fee

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Trialworks TaskCode

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Description

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Date Incurred

10/30/2023

Description

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Date Incurred

9/25/2023

Payee

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Notes

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Filing Fee

Created: 9/21/2023 at 10:21 AM

Trialworks TaskCode

filing fee

Payee

One Legal

Docs

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Date Incurred

9/13/2023

Description

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Created: 2/7/2023 at 9:33 AM

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Date Incurred 2/1/2023	Description for Lavi's complaint, pulling related matter	

Court Cost

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Filing Fee

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Created: 11/18/2022 at 3:57 PM

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Filing Fee

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Filing Fee

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Date Incurred 11/8/2022	Description OLINV#04516876 Fox 11.8.22	

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Filing Fee

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Filing Fee

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Created: 7/5/2022 at 11:25 AM

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Filing Fee

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Created: 7/20/2022 at 12:04 PM

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Filing Fee

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Created: 7/20/2022 at 11:54 AM

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Date Incurred 6/29/2022	Description OLINV#04181460 Fox 6.29.22	

Created: 7/1/2022 at 8:14 PM				\$0.50
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Created: 7/1/2022 at 8:13 PM				
Trialworks TaskCode Postage Cost	Date Incurred 6/29/2022	Notes Ntc of Court's Ntc via regular mail to Def		

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Date Incurred 6/17/2022	Description OLINV#04154755 FRAC 6.17.22			

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Created: 4/12/2022 at 2:07 PM				
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Postage Cost

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Created: 3/22/2022 at 9:44 AM

Trialworks TaskCode	Date Incurred	Notes
Postage Cost	2/15/2022	Initial records request letter

(Proof of Submission to the LWDA)

EXHIBIT "6"

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On February 28, 2024, 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:

LITTLER MENDELSON, P.C.

Timothy Wojcik
T Wojcik@littler.com
Tracy R. Leidner
TLeidner@littler.com
Fermin Llaguno
FLlaguno@littler.com
Karla Garcia
KGarcia@littler.com
Jessica Zepeda
JZepeda@littler.com
18565 Jamboree Road, Suite 800
Irvine, California 92612

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

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the 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 February 28, 2024, at Woodland Hills, California.



Michelle Tanzer