

KINGSLEY SZAMET & LY
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 259230)
kelsey@kingsleylawyers.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

Attorneys for Plaintiff and the aggrieved employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

JERRYAL CULLER, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

PLUMMERS, INC. DBA DANIA
FURNITURE; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. C22-01296

[Case Assigned for All Purposes to Hon.
Charles S. Treat in Dept. 12]

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

Date: TBD

Time: TBD

Dept.: 12

Complaint Filed: June 22, 2022

Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF KELSEY M. SZAMET

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

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

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT

AGENCY

5. Plaintiff's Motion for Approval of Representative Action Settlement will be concurrently uploaded to the LWDA's website on the date this Motion is filed. Proof of submission of Plaintiff's Motion for Approval of Representative Action Settlement, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "6".

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

6. Plaintiff initially filed a putative Class Action Complaint on June 22, 2022, against Defendant in the Contra Costa Superior Court, Case No. MSC22-01296 entitled *JERRYAL CULLER, an individual, on behalf of himself and others similarly situated, PLAINTIFF v. PLUMMERS, INC. DBA DANIA FURNITURE; and DOES 1 thru 50, inclusive, DEFENDANTS.*, alleging that

1 Defendant: (1) failed to provide meal breaks; (2) failed to provide rest breaks; (3) failed to reimburse
2 expenses; (4) failed to issue accurate itemized wage statements; (5) is liable for penalties under Labor
3 Code section § 203; and (6) violated Business & Professions Code section § 17200. On the same
4 day, Plaintiff filed a PAGA Claim Notice to the LWDA, in compliance with Labor Code §
5 2699.3(a)(1).

6 7. Because no response was received by Plaintiff within 65 calendar days from the
7 LWDA evidencing its intention to investigate Plaintiff's allegations, Plaintiff filed a First Amended
8 Complaint on August 30, 2022, adding an additional cause of action for penalties pursuant to Labor
9 Code §2699, et seq. (hereafter, "PAGA") seeking penalties based on the claims alleged in Plaintiff's
10 original Complaint. (Hereafter, the "Action".)

11 8. On November 28, 2022, Defendant filed a Motion to Compel Arbitration which the
12 court granted, while staying the representative PAGA claim.

13 9. On March 2, 2023, Plaintiff submitted his wage and hour/individual PAGA claims
14 to arbitration, and added individual claims for retaliation, disability discrimination, failure to
15 accommodate disability, and wrongful termination.

16 **THE DISCOVERY PROCESS AND MEDIATION**

17 10. Plaintiff's individual arbitration was heavily litigated.

18 11. The arbitration hearing was set for June 2024. In arbitration, the Parties engaged in
19 extensive formal discovery and law and motion work. Both Parties served discovery requests and
20 produced hundreds of pages of documents. Plaintiff's deposition was taken on February 23, 2024.

21 12. Thereafter, with the arbitration hearing approaching, the Parties agreed to mediate
22 both the individual and PAGA matters.

23 13. Prior to mediation, Defendant formally and informally produced Plaintiff's personnel
24 file and time and pay data for the PAGA Employees. Through the exchange of information and
25 attendant discussions between the Parties, Plaintiff learned that as of the mediation date on April 4,
26 2024, there were an estimated 35 PAGA Employees who worked approximately 710 PAGA Pay
27 Periods during the PAGA Period.

28 14. On April 4, 2024, the Parties attended an all-day mediation with experienced

mediator Lisa Klerman. At mediation, and on the eve of Plaintiff's arbitration hearing, the Parties reached an agreement in principle which contemplates a resolution on an individual and representative action basis. The Parties engaged in good faith, arms-length negotiations and were able to reach a tentative settlement in the individual and PAGA actions, with the aid of an experienced mediator, subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court.

15. Although Defendant denies that it violated any pertinent law, it recognized the risks and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court. The Parties negotiated the terms and conditions of the Agreement and now present the agreed-upon Settlement to the Court for Approval.

THE SETTLEMENT

16. Under the Agreement, Defendant will pay the Maximum Settlement Amount of \$105,000.00 in full and final settlement of the PAGA claims alleged.

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

Maximum Settlement Amount:	\$105,000.00
PAGA Counsel Fees Payment:	\$35,000.00
PAGA Counsel Litigation Expenses Payment:	\$20,000.00 ¹
Administrator Expenses Payment:	\$2,500.00
Named Plaintiff Enhancement Award:	\$5,000.00
Net Settlement Amount:	\$42,500.00 <i>(\$31,875.00 to the LWDA; \$10,625.00 to distribute as Individual PAGA Payments to the PAGA Employees)</i>

18. Under the Agreement, 75% of the Net Settlement Amount shall be provided to the LWDA as its LWDA PAGA Payment, and each PAGA Employee shall receive a pro-rata portion of the remaining amount in the Net Settlement Amount as his/her Individual PAGA Payment by dividing the amount of the PAGA Employees' 25% share of Net Settlement Amount by the total

¹ The Agreement provided for counsel to receive cost reimbursement up to \$20,000.00. However, counsel's final costs come to \$16,944.06. The extra \$3,055.94 will remain in the Net Settlement Amount, causing the Net Settlement Amount for distribution to the LWDA and the PAGA Employees to be slightly higher than the \$42,500.00 contemplated in the Agreement. Specifically, \$45,555.94 will be allocated as the Net Settlement Amount, with 75% (\$34,166.96) to the LWDA as its LWDA PAGA Payment and 25% (\$11,388.99) to the PAGA Employees as their Individual PAGA Payments.

number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period, and then multiplying the result by each PAGA Employee's PAGA Pay Periods.

19. The PAGA Period means the period from June 22, 2021 through and including May 25, 2024. As set forth in the Agreement, based on its records, Defendant estimates that, as of the mediation date, there are 35 PAGA Employees who worked 710 PAGA Pay Periods during the PAGA Period. Per the Agreement, if the aggregate number of PAGA Pay Periods during the PAGA Period exceeds 781 (110% of the estimated PAGA Pay Periods), then the Maximum Settlement Amount shall be adjusted upwards proportionately by the same number of percentage points above 10% by which the number of PAGA Pay Periods exceeds 10%.

20. However, Defendant, at its option, may shorten the PAGA Period end date such that the aggregate number of PAGA Pay Periods worked by the PAGA Employees as drivers in California during the PAGA Period is no more than 781 PAGA Pay Periods and avoid having to increase the Maximum Settlement Amount.

21. For settlement purposes, the PAGA Employees are defined as: "a current or former employee of Defendant who worked at least one pay period as a non-exempt driver position in California at any time during the PAGA Period" ("PAGA Employee").

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

25. And in accordance with PAGA, the court in a PAGA action has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on

1 the facts and circumstances of the particular case, to do otherwise would result in an award that is
2 unjust, arbitrary and oppressive, or confiscatory.” (Labor Code § 2699(e)(1) and (e)(2)).

3 26. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a
4 potentially persuasive argument that: (1) the PAGA Employees were properly reimbursed in
5 accordance with Defendant’s lawful policies and practices, and that any alleged failure to
6 compensate the PAGA Employees was the result of inadvertence and clerical error; (2) the PAGA
7 Employees had opportunities to take their meal and rest breaks in accordance with Defendant’s
8 lawful policies and practices; (3) the PAGA Employees were issued compliant itemized wage
9 statements; (4) PAGA Employees were timely paid all of their wages at the time of separation (to
10 the extent their employment ended); (5) until this Action was filed, no employees had complaints
11 about any alleged failure to reimburse expenses, provide meal and rest breaks, and issue accurate
12 itemized wage statements; and, (6) none of Defendant’s employees suffered any harm from or actual
13 damage as a result of the conduct that forms the basis for Plaintiff’s allegations. All of which,
14 Counsel for Defendant would argue, should mitigate in factor of significantly reducing or waiving
15 any PAGA penalties.

16 27. While Plaintiff disagrees that this analysis is legal correct or persuasive, PAGA
17 Counsel had to consider the foregoing facts and arguments and how they might impact any judgment
18 ultimately awarded to PAGA Employees if the Court were persuaded by them.

19 28. Here, Plaintiff alleges that Defendant failed to maintain a policy informing Plaintiff
20 and the PAGA Employees of these rights. Further, Plaintiff maintains that Plaintiff and the PAGA
21 Employees were regularly denied lawful meal periods while they were on the road performing
22 deliveries. Plaintiff contends that each and every manually entered meal punch between 1:00-1:30
23 p.m. is actually Defendant’s attempt to avoid paying a meal premium. Moreover, because the
24 delivery schedule did not provide enough time for meals, rest breaks were also not scheduled and
25 therefore not provided.

26 29. Defendant produced Plaintiff’s drivers logs which contain detailed information of his
27 activities while he was performing deliveries. Plaintiff argued that these drivers’ logs show that there
28 were no opportunities for Plaintiff to take an on-time, off-duty meal period of 30 minutes, and that

1 the activity in the drivers' logs show Plaintiff and his co-drivers were either driving or performing a
2 delivery during the time they were supposed to be taking a meal period.

3 30. Defendant also produced Plaintiff's timecard data. This data shows that the system
4 automatically marks late or missed meals, as well as other timecard notes manually entered by
5 payroll or management. Plaintiff maintains that this data shows the system recorded multiple short
6 and missed meals, none of which resulted in meal premiums paid. Thus, Plaintiff alleges that
7 Defendant failed to provide all lawful meal periods and failed to pay meal premiums as a result
8 thereof.

9 31. However, Defendant vehemently disputes this claim. Defendant argued that it
10 maintained a valid written meal period policy at all times and that the PAGA Employees were
11 provided with legally compliant meal periods. Defendant argued that any noncompliant meals
12 recorded were voluntary, and that the manual entries indicating a compliant 30-minute meal period
13 were entered because Plaintiff submitted a time edit request for such. Defendant also argued that
14 Plaintiff's theory of liability would be extremely difficult to prove on a representative basis because
15 the PAGA Employees' timecard records would show largely complaint meal periods, so Defendant
16 would argue that it would be entitled to inquire of each PAGA Employee, on each day whether or
17 not they were provided with compliant meal periods, or whether the noncompliant meal was of their
18 own volition. Accordingly, Defendant would also have argued that it has no obligation to
19 "guarantee" or "ensure" that meal periods are taken by all employees at all times. (*Brinker, supra*,
20 53 Cal. 4th at 1040 [employers are "not obligated to police meal breaks and ensure no work thereafter
21 is performed"])). Rather, an employer satisfies (as Defendant would argue) its obligation to provide
22 meal periods if "it relieves its employees of all duty, relinquishes control over their activities and
23 permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not
24 impede or discourage them from doing so."

25 32. Plaintiff was confident that Defendant would attempt to gather testimonial evidence
26 from PAGA Employees indicating that the records were accurate (namely the manual entries
27 showing a complaint meal period) and either they took compliant meal breaks as reflected in the
28 records or were paid a meal period premium in lieu thereof. Though Plaintiff does not believe this

1 was the case, Plaintiff must acknowledge it poses risks at trial. There is risk as to both sides as to
2 what declarations and depositions of PAGA Employees might reveal. Indeed, Plaintiff had to
3 consider that Defendant could secure several declarations from PAGA Employees that all compliant
4 breaks were “provided”, but that they may have chosen to take late breaks or forego breaks on
5 occasion, which would explain why the timecard records show noncompliant meals but no meal
6 premiums paid.

7 33. Taken together, Plaintiff acknowledged there was risk as to establishing liability on
8 the meal period claim on a representative basis.

9 34. Considering these risks, Plaintiff believes it is fair and reasonable.

10 35. Here, Plaintiff’s rest period claim arises from an allegedly common course of conduct
11 wherein Defendant failed to provide employees with the opportunity to take 10-minute rest breaks
12 in compliance with California law because the nature of the job was so hectic. These alleged
13 violations were due to heavy workload and short staffing by Defendant.

14 36. In its defense, Defendant argued that Plaintiff’s rest period claim cannot readily be
15 proven as to all PAGA Employees because California law does not require employees to record rest
16 periods. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant would
17 have argued that there was simply no way to know (1) whether a break was taken on any given day;
18 and (2) if not, why not. For each instance where an employee contends that he did not take a 10-
19 minute rest period by the end of the fourth hour of work, the trier of fact would still have to determine
20 why that particular employee had less than their full allotment of rest time. Defendant accordingly
21 would have argued that rest break claims are inherently individualized in nature because employers
22 only need to “authorize and permit” breaks; they need not ensure that rest breaks are taken.

23 37. As such, Plaintiff had to acknowledge that it could potentially be easy for Defendant
24 to defeat this claim if it was able to gather testimonial evidence from aggrieved employees indicating
25 that they were provided the opportunity to take all required rest breaks each day. Though Plaintiff
26 does not believe this was the case, Plaintiff must acknowledge it poses serious risks as to establishing
27 liability.

28 38. Just as with meal periods, there is risk as to both sides as to what declarations and

1 depositions of PAGA Employees might reveal.

2 39. Thus, Plaintiff believes it is fair and reasonable.

3 40. Here, Plaintiff alleges Defendant failed to reimburse Plaintiff and the PAGA
4 Employees the cost of using their personal cell phones for business-related purposes. Plaintiff alleges
5 that Defendant required employees to be available by personal cell phone while working, and this
6 was necessary to perform their job duties. Plaintiff contends that he used his phone to complete
7 electronic driver logs through an app, including taking photos of the customers' furniture. The same
8 app also showed Plaintiff which deliveries he was assigned to for the day and what route to take. He
9 also used his cell phone to contact customers to schedule delivery windows and coordinate with
10 dispatch. Both dispatch and management also contacted Plaintiff on his cell phone throughout his
11 employment. Plaintiff maintains that these cell phones were not provided by Defendant, and
12 Defendant failed to reimburse Plaintiff and the PAGA Employees for the costs associated with using
13 these personal cell phones.

14 41. The main risk here is the factual dispute at hand. Defendant contends that it does not
15 require PAGA Employees to use personal cellphones and that it provides work tablets that are readily
16 available. Thus, Defendant argued that there was no need for any driver to use personal cellphones.

17 42. Plaintiff anticipated that Defendant would argue primarily that it provided all
18 necessary tools, but to the extent it did not, any exposure was limited to a very small group of the
19 PAGA Employees who may have chosen to use their personal cellphones for work-related purposes
20 out of convenience. If Defendant were able to establish such, there could be no recovery at all for
21 this claim. Based on these risks, Plaintiff determined that the settlement reached was fair and
22 reasonable.

23 43. Plaintiff alleges that Defendant failed to provide them and the PAGA Employees
24 with complete and accurate wage statements which failed to show, among other things, the correct
25 gross and net wages earned. Plaintiff and the PAGA Employees were paid on an hourly basis, and
26 thus, this claim is derivative of Plaintiff's meal and rest claims. As such, Plaintiff contends the wage
27 statements should have reflected all applicable hourly rates during the pay period and the total hours
28 worked, and the applicable pay period in which the wages were earned pursuant to California Labor

1 Code Section 226(a). Plaintiff also contends that the wage statements Defendant provided to Plaintiff
2 and the PAGA Employees allegedly failed to accurately identify such information, because the wage
3 statements did not properly list all meal/rest premiums owed.

4 44. Again the risks flow from the underlying meal/rest claims, but the main risk taken
5 into account is that wage statement claims are vulnerable to an argument that Plaintiff and the PAGA
6 Employees did not suffer any harm. Defendants commonly argue that, without more, wage
7 statement claims are nothing but technical violations for which a court should award a dramatically
8 reduced civil penalty, if anything at all.

9 45. Here, Plaintiff and numerous PAGA Employees are no longer employed by
10 Defendant, and Plaintiff alleges that Defendant failed to pay all wages owed and due upon their
11 termination and/or resignation. Plaintiff contends that Defendant failed to properly pay all premiums
12 due for noncompliant meal/rest periods. The risk analysis for the section 203 claim flows from the
13 risk analysis for the underlying meal/rest claims discussed above as derivative waiting-time penalties
14 are only as strong as the underlying predicate claims and are subject to good faith defenses. If
15 Defendant could prove, as it contends, that PAGA Employees were properly paid for any meal/rest
16 periods actually owed, there would be no recovery of wages and no waiting time penalties that flow
17 therefrom.²

18 46. The other significant risk that Plaintiff analyzed, however, is that to establish liability
19 for waiting time penalties, Plaintiff would have to establish not only that the underlying violations
20 occurred, but also that Defendant's conduct was "willful." (Labor Code § 203.) If Defendant could
21 establish that any alleged failure was the result of mistake or oversight and not "willful", then it is
22 possible that Plaintiff would not be able to recover penalties for this claim. Because of this risk,
23 Plaintiff determined that the settlement reached was fair and reasonable.

24 47. Based on these figures, the maximum potential exposure for the PAGA claims for
25 the PAGA Employees is \$71,000.00 (710 pay periods at issue multiplied by \$100 a pay period)
26 without the "stacking" of penalties. While there is no authority available on this issue, a court could
27

28 ² Plaintiff also alleged that Defendant owes waiting time penalties by not paying former alleged employees all
wages owed and all premium payments for non-compliant meal or rest periods, Labor Code § 226.7

1 conceivably “stack” per pay periods violations, and the full potential value could increase to over
2 \$355,000 (\$71,000 x 5 distinct Labor Code claims alleged), but in light of the immense discretion
3 available, Plaintiff believes the Settlement is reasonable.

4 48. First, Plaintiff acknowledges that several violations, such as the meal or rest
5 violations, could be very difficult to prove on a representative basis.

6 49. If the Court found that Defendant made good-faith attempts to comply, that violations
7 were minimal, or that the violations were inadvertent, the amount of PAGA penalties awarded could
8 significantly be reduced.

9 **ATTORNEY COMPETENCE**

10 50. Kingsley Szamet & Ly is experienced in prosecuting employment litigation, and
11 since 2000 we have focused our practice on wage, hour, and working condition violations. My firm
12 is well versed in class action litigation and has diligently and aggressively pursued this action.
13 Kingsley Szamet & Ly currently serves as PAGA Counsel for several dozens of pending class action
14 lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court.
15 Below is a small, but representative sampling of wage and hour cases handled by my firm:

- 16 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
17 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
18 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 19 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
20 December 2005, Honorable Rita Miller granted final approval of Settlement in the
21 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 22 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
23 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
24 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 25 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
26 2008, the Honorable Mary Thornton House granted final approval of Settlement
27 in the gross amount of \$1,672,500.00 and the court granted attorneys' fees request
28 of 33 1/3%.

- 1 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
2 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
3 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
4 33.3%.
- 5 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
6 March 2012, the Honorable James P. Kleinberg granted final approval of
7 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
8 fees request of 33.3%.
- 9 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
10 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
11 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
12 court granted attorneys' fees request of 38%.
- 13 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
14 2014, the Honorable William F. Highberger granted final approval of Settlement
15 in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request
16 of 33.33%.
- 17 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
18 00705 AWIJLT). This certified class action was approved for final settlement by
19 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
20 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,132,500.00.
- 21 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda
22 Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of
23 Settlement in the gross amount of \$992,500.00, and the court granted attorney's
24 fees request of 33.33%.
- 25 k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March
26 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
27 Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in
28 attorney's fees.

- 1 1. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.)
2 In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in
3 the gross amount of \$2,000,000.00, and the court granted attorney's fees request
4 of 33.33%.
- 5 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter
6 was proposed for final settlement by the Honorable Richard L. Fruin on February
7 19, 2016, in the gross amount of \$5,250,000.
- 8 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).
9 The matter was approved for final settlement by the Honorable Lee Smally
10 Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees
11 request of 38%.
- 12 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
13 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
14 matter was approved for final settlement by the Honorable Anthony W. Ishii in
15 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
16 attorney's fees benchmark award of \$1,525,000.
- 17 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
18 15-101333). The matter was approved for final settlement before the Hon. Stephen
19 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
20 attorneys' fees request of 33.33%.

21 51. Kingsley Szamet & Ly filed its first class certification motion in the year 2000 and
22 since that time has been appointed PAGA Counsel on dozens of wage and hour class actions that
23 have been approved for class certification. Since 2012, Kingsley Szamet & Ly has moved for class
24 certification in 16 matters and has successfully obtained class certification in 15 of those cases. A
25 brief sampling of which includes:

- 26 a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*,
27 approved for Class Certification in 2011.
- 28 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed

December 19, 2012) (court granted contested class certification and appointed Kingsley Szamet & Ly 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 Szamet & Ly 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 Szamet & Ly as PAGA Counsel).

e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.

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

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

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

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

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

REQUESTS FOR ATTORNEYS' FEES AND COSTS

54. As detailed fully in the Agreement, the settlement provides for Defendant to create a Maximum Settlement Amount of \$105,000.00. From that fund, Plaintiff requests an award of PAGA Counsel Fees Payment for PAGA Counsel in the amount of \$35,000.00, or 33.33% of the Maximum Settlement Amount, and \$16,944.06 in PAGA Counsel Litigation Expenses Payment.

55. Here, a lodestar cross-check confirms that the percentage requested is reasonable.

1 Plaintiff's counsel have an aggregate lodestar in the amount of \$137,573.00 which represents 235.74
2 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff's
3 instant Motion, and 10 future hours.

4 56. As such, Plaintiff's counsel has billed more hours than they are requesting.

5 57. In addition to the complexity of this case, PAGA Counsel has borne the entire risk
6 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
7 basis. Through the investment of substantial effort and resources, PAGA Counsel has secured an
8 outstanding Settlement of behalf of the PAGA Employees. Defendant vigorously contested liability,
9 the amount of claimed damages, and the propriety of class certification. It is this kind of situation,
10 involving complex issues, that has been recognized as justifying a substantial attorney fee award.

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

25 59. There are always risks attendant to billing cases on a contingency basis. Those
26 risks are even higher in the current economic climate. Kingsley Szamet & Ly bills the vast
27 majority of its cases on contingency, and has been affected by recent bankruptcy filings. In three
28 separate cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange

1 Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797
2 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy
3 protection in June 2011 and January 2015 after years of litigation. My firm advanced costs and
4 incurred thousands of dollars in fees that will never be recovered.

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

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

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

- 23 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
24 pharmaceutical sales representatives are exempt employees affirmed);
- 25 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)
26 (lower court ruling in employer's favor that certain employees can share in
27 mandatory tip pool affirmed);
- 28 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court

1 ruling in employer's favor that certain employees can share in mandatory tip pool
2 affirmed);

3 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
4 employer's favor approving employer's commission pay plan affirmed) ;

5 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
6 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
7 employees affirmed);

8 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court
9 ruling that pharmaceutical sales representatives are exempt employees affirmed);

10 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
11 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
12 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
13 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
14 Supreme Court affirmed lower court);

15 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
16 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
17 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
18 arbitration affirmed);

19 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
20 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
21 affirmed);

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

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

26 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
27 2018) (affirming judgement for employees after bench trial);

28 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held

1 before the California Supreme Court on January 6, 2020 and a decision was
2 published in March 2020.

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

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

15 **PAGA COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

16 65. As previously stated above, a lodestar cross-check confirms that the percentage
17 requested is reasonable. PAGA Counsel have an aggregate lodestar in the amount of \$137,573.00
18 which represents 235.74 hours of attorney work on this litigation from its inception through the
19 date of this filing of Plaintiff's instant Motion, and 10 future hours.

20 66. As such, PAGA Counsel has billed more hours than they are requesting.

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

25 68. Furthermore, PAGA Counsel was able to obtain close to the full value for this case.

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

28 70. To achieve the ultimate result in this case, my firm had to incur substantial risk and

1 expense, and were precluded from taking other fee generating employment for 235.74 hours of
2 attorney time.

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

7 72. PAGA Counsel believe this is an exceptional result that has been well received by
8 the PAGA Employees.

9 73. The amount of time spent on this case (235.74 hours), which culminated in a very
10 favorable the PAGA Employees, is reasonable given the complexity and novelty of the issues
11 involved, the vigorous defense, the length and intensity of the litigation, and the exceptional
12 results obtained.

13 74. PAGA Counsel litigated this action with great efficiency in light of the amount of
14 work required to achieve the Settlement.

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

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

18 77. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class action
19 lawsuits.

20 78. He has litigated several hundred such cases, including at the appellate level at the
21 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
22 Appeal.

23 79. He is also a prolific speaker at various seminars on employment law and has
24 contributed to legal publications on employment topics.

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

1 81. My office billed for the following four attorneys for work performed on this case: Eric
2 Kingsley, Jessica Bulaon, and me.

3 82. I, a partner at Kingsley Szamet & Ly, received my Bachelor of Arts degree, cum laude,
4 from the University of California San Diego. I received my law degree from UCLA School of Law
5 in 2008, where I was active in the Women’s Law Journal and community-based legal clinics. I have
6 been practicing since 2008 and am billed at \$800 per hour.

7 83. Jessi Bulaon is an Associate Attorney at Kingsley Szamet & Ly. Ms. Bulaon is a
8 graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her
9 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean’s
10 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment
11 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a
12 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of
13 2021. She is billed at \$450 per hour.

14 84. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New*
15 *Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two dozen
16 bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour,
17 with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite
18 low inflation and weak demand for legal services, rates at large corporate law firms have risen by
19 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest
20 rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit
21 3.

22 85. PAGA Counsel’s charged rate are commensurate with the prevailing market rates in
23 Contra Costa County for attorneys of comparable experience and skill handling complex litigation.

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

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

88. Finally, PAGA Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 16 years of experience, such as myself, is \$878, and a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon, is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

89. Kingsley Szamet & Ly'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	5.80	\$1,100.00	\$6,380.00
Kelsey M. Szamet	79.20	\$800.00	\$63,360.00
Jessica Bulaon	150.74	\$450.00	\$67,833.00
TOTAL ATTORNEYS' FEES	235.74		\$137,573.00³

90. Kingsley Szamet & Ly 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 Defendants;
- d. fact development and investigating Defendants' ownership structure
- e. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- f. regular meetings and or communicating with the named Plaintiff;
- g. regular meetings and or communicating with attorneys at my firm working on this matter;

³ The Total Attorneys' Fees includes PAGA Counsel's anticipated 10 hours of future time to handle the representative action settlement approval hearing and to oversee the administration process. Specifically, PAGA Counsel has currently spent 69.20 hours working on this matter and anticipates an additional 10 hours of future time.

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

91. Based on the aggregate lodestar, PAGA Counsel is not requesting a multiplier.

92. I believe the request for attorneys' fees in the amount of \$35,000.00 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.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

93. In addition to their request for fees, PAGA Counsel further request a PAGA Counsel Litigation Expenses Payment as reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$16,748.66.

94. To date, PAGA Counsel has incurred \$16,748.66 in costs.

95. PAGA Counsel anticipates incurring an additional \$195.40 in costs to file and serve this motion.

96. As such, counsel is requesting a PAGA Counsel Litigation Expenses Payment of \$16,944.06.

1 97. All of the requested costs are reasonable in amount and were necessarily incurred by
2 PAGA Counsel in prosecuting this litigation. A true and correct copy of Kingsley Szamet & Ly's
3 cost ledger is attached hereto as Exhibit "5".

4 98. All of these costs have been incurred in the course of this litigation, and all costs
5 advanced have already been paid by PAGA Counsel, with the exception of the anticipated cost of
6 filing the present motion.

7 99. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
8 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
9 should approve the request for a PAGA Counsel Litigation Expenses Payment in the amount of
10 \$16,944.06.

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

12 100. The Settlement calls for an Enhancement Award of \$5,000.00 to the named Plaintiff,
13 to be paid from the Maximum Settlement Amount.

14 101. Here, the enhancement takes into consideration the time, effort, and expense incurred
15 by Plaintiff in coming forward to litigate this matter on behalf of the PAGA Employees.

16 102. The time spent by Jerryal Culler includes identifying competent counsel, providing
17 information to PAGA Counsel regarding Plaintiff's relevant employment experiences, compiling
18 documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories
19 of liability, discussing and preparing discovery responses with PAGA Counsel, preparing with
20 PAGA Counsel for and attending his deposition, reviewing settlement documents, and making
21 himself attending a full day of mediation.

22 103. PAGA Counsel considers this to be a fair and reasonable enhancement.

23 104. The enhancement takes into consideration the time, effort, risks, and expense
24 incurred by Plaintiff in coming forward to litigate this matter on behalf of the PAGA Employees.

25 **EXHIBITS**

26 105. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed PAGA
27 Settlement Agreement.

28 106. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research 2007

1 NLJ Billing Survey.

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

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

6 109. Attached hereto as Exhibit “5” is a true and correct copy of the Kingsley Szamet &
7 Ly costs ledger reflecting costs incurred in this matter.

8 110. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission
9 to the LWDA.

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

12 This declaration was executed this 4th day of September, 2024, in Los Angeles, California.

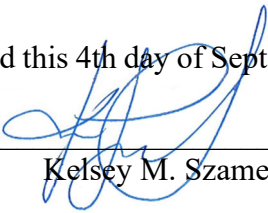
13
14 
Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jerryal Culler (“Plaintiff”) and defendant Plummers, Inc. dba Dania Furniture (“Defendant”). The Agreement sometimes refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *JERRYAL CULLER, an individual, on behalf of himself and others similarly situated, PLAINTIFF, v. PLUMMERS, INC. DBA DANIA FURNITURE; and DOES 1 thru 50, inclusive, DEFENDANTS*, Case No. MSC22-01296, initiated on June 22, 2022 and pending in Superior Court of the State of California, County of Contra Costa.
- 1.2. “Administrator” means the court-approved settlement administrator to administer to this Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Maximum Settlement Amount for all of its fees, costs and expenses for the administration of the Settlement and related matters as described in this Agreement and in accordance with any Order from the Court pertaining to this Agreement.
- 1.4. “PAGA Employee” means a current or former employee of Defendant who worked at least one pay period as a non-exempt driver position in California at any time during the PAGA Period.
- 1.5. “PAGA Employee Data” means a spreadsheet containing a list of all PAGA Employees with their name, last-known mailing address, Social Security number, and number of PAGA Pay Periods. The PAGA Employee Data will be treated as confidential and not used for any purposes other than the administration of this Settlement.
- 1.6. “PAGA Employee Address Search” means the Administrator’s investigation and search for a PAGA Employee’s mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Employees.
- 1.7. “Court” means the Superior Court of California, County of Contra Costa.
- 1.8. “Defense Counsel” means Littler Mendelson, P.C.

- 1.9. “Effective Date” means the date the Court’s Approval Order and Judgment consistent with this Settlement become final and are no longer appealable. For purposes of this Settlement, the phrase “become final and are 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 Approval 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 Approval Order and Judgment, the day after the last date for filing a request for further review of the Approval Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Approval Order and Judgment are affirmed and further review of the order is requested, the day after the review is finally resolved and the Approval Order and Judgment is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this 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 the Settlement from becoming final and binding.
- 1.10. “Enhancement Award” means the total amount up to \$5,000 to be paid to Plaintiff, in exchange for a release of claims against the Released Parties, as described in Section 5.2 below, subject to the Court’s approval.
- 1.11. “Maximum Settlement Amount” means One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Section 9 below. The Maximum Settlement Amount will be used to pay: (1) Individual PAGA Payments to the PAGA Employees for their share of the Net Settlement Amount (defined below); (2) PAGA Counsel Fees Payment; (3) PAGA Counsel Litigation Expenses Payment; (4) Administration Expenses Payment (5) Enhancement Award; and (6) the LWDA PAGA Payment to the LWDA for its share of the Net Settlement Amount.
- 1.12. “Individual PAGA Payment” means the PAGA Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court consistent with this Settlement and the Approval Order.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency described in Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount to be paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.16. “Net Settlement Amount” means the Maximum Settlement Amount *minus* the sum of: (a) the court-approved PAGA Counsel Fees Payment; (b) the court-approved PAGA Counsel Litigation Expenses Payment; (c) the court-approved Administration Expenses Payment; and (d) the court-approved Enhancement Award to Plaintiff. 75% of the Net Settlement Amount will be paid to the LWDA as their LWDA PAGA Payment and the remaining 25% of the Net Settlement Amount will be paid to PAGA Employees as their Individual PAGA Payments as set forth below.
- 1.17. “PAGA Counsel” means Kingsley Szamet & Ly.
- 1.18. “PAGA Counsel Fees Payment” means the amounts to be paid to PAGA Counsel for fees as approved by the Court, to compensate PAGA Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all work defending the Settlement or any aspect of challenge to or approval of the Settlement on appeal or other direct, collateral or other attack, all post-Settlement compliance procedures, and related litigation work billed in connection with the Action.
- 1.19. “PAGA Counsel Litigation Expenses Payment” means the amounts to be paid to PAGA Counsel for expenses as approved by the Court, to compensate PAGA Counsel for their expenses in connection with this Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.20. “PAGA Pay Period” means any pay period in which a PAGA Employee was employed by Defendant and performed work for Defendant as a driver for at least one day in that pay period during the PAGA Period.
- 1.21. “PAGA Period” means the period from June 22, 2021 through and including May 25, 2024.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.23. “PAGA Notice” means Plaintiff’s June 22, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “Plaintiff” means Jerryal Culler, the named plaintiff in the Action.
- 1.25. "Approval Order" means the Court’s Order Granting Approval of Settlement consistent with this Agreement.
- 1.26. “Released PAGA Claims” means the claims being released by Plaintiff, PAGA Employees, and the State of California and as described in Section 5.1 below.

- 1.27. “Released Parties” means Defendant and each of its past, present and future direct or indirect parents, subsidiaries, affiliates as well as each of its/their past, present and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, assigns, and any individual or entity which could be jointly liable with Defendant.
- 1.28. “Settlement” means the disposition of the Action effectuated by this Agreement.
- 1.29. “Defendant” means Plummers, Inc. dba Dania Furniture, the named defendant in the Action.

2. RECITALS.

- 2.1. On June 22, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to provide meal breaks; (2) failure to provide rest breaks; (3) failure to reimburse expenses; (4) failure to issue accurate itemized wage statements; (5) penalties under Labor Code section § 203; and (6) violation of Business & Professions Code section § 17200. On August 30, 2022, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for penalties pursuant to Labor Code § 2699, et. seq. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”).
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. Defendant denies the allegations in the Operative Complaint and the PAGA Notice, denies any failure to comply with the laws identified in the Operative Complaint and the PAGA Notice and denies any and all liability for the causes of action alleged. Defendant further denies that, for any purpose other than settling these matters, this Action is appropriate for representative treatment. Defendant maintains, among other things, that it has complied with California law in all aspects. Nothing in this Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
- 2.4. On April 4, 2024, the Parties participated in an all-day mediation presided over by mediator, Lisa Klerman, who has extensive experience mediating PAGA claims, and this mediation led to this Agreement to settle the Action.
- 2.5. The Parties reached this Settlement only after conducting extensive investigation of the facts and law. The Parties believe and agree this Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the settlement after extensive, arms-length negotiations, including use of Ms. Klerman and taking into account all relevant factors, present and potential. Prior to mediation, Plaintiff obtained, through formal and informal discovery, time and pay data for the PAGA Employees and Plaintiff’s personnel file.

- 2.6. The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of the Released PAGA Claims. It is also the desire and intention of the Parties to implement a final and complete resolution of the Action. The Parties further acknowledge nothing in this Agreement shall be construed as an admission by Defendant of liability.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.8. This Agreement contemplates (i) entry of an Approval Order by the Court approving this Settlement in the Action; (ii) a Judgment consistent with the terms of this Agreement in the Action; and (iii) all Parties bearing their respective fees and costs except as expressly provided in this Settlement.

3. MONETARY TERMS.

- 3.1. Maximum Settlement Amount. Except as otherwise provided by Section 9 below and subject to the Court's approval of the Settlement, Defendant promises to pay \$105,000.00 and no more as the Maximum Settlement Amount. Defendant has no obligation to pay the Maximum Settlement Amount prior to the deadline stated in Section 6.1 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.
- 3.2. Payments from the Maximum Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: Plaintiff and/or PAGA Counsel will file an application or motion for an award of not more than 33% of the Maximum Settlement Amount which is currently estimated to be \$35,000.00 to be paid to the PAGA Counsel for its PAGA Counsel Fees Payment and an award of not more than \$20,000.00 to be paid to the PAGA Counsel for its PAGA Counsel Litigation Expenses Payment. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. The Court-approved PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment amounts shall be paid exclusively from the Maximum Settlement Amount. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unawarded difference will be included in the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The payment of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses will be reported on IRS Form(s) 1099 issued to PAGA Counsel by the Administrator. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation

Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. Notwithstanding any other term of this Agreement, any reduction by the Court of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses shall not be sufficient grounds to void the Agreement. Except as set forth herein, each Party shall bear their own costs and fees of the Actions.

3.2.2. To Plaintiff: Plaintiff and/or PAGA Counsel will file an application or motion for an award of not more than \$5,000.00 as an Enhancement Award to Plaintiff (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as a PAGA Employee). Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. The Court-approved Enhancement Award shall be paid exclusively from the Maximum Settlement Amount. To the extent the Court approves payment less than \$5,000.00 as the Enhancement Award to Plaintiff, the unawarded difference will be included in the Net Settlement Amount. The payment of the Enhancement Award will be reported on an IRS Form 1099 issued to Plaintiff by the Administrator. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award. Notwithstanding any other term of this Agreement, any reduction by the Court of the Enhancement Award shall not be sufficient grounds to void the Agreement.

3.2.3. To the Administrator: An Administration Expenses Payment shall not exceed \$2,500.00 except for a showing of good cause and as approved by the Court. If Court approval of this payment is required and a payment of less than \$2,500.00 is approved as the Administration Expenses Payment, or if the actual fees and cost to administer the Settlement is less than \$2,500.00, the difference will be included in the Net Settlement Amount. The Administration Expenses Payment shall be paid exclusively from the Maximum Settlement Amount. Notwithstanding any other term of this Agreement, any reduction by the Court of the Administration Expenses Payment shall not be sufficient grounds to void the Agreement.

3.2.4. To the LWDA and PAGA Employees: Net Settlement Amount estimated to be in the amount of \$42,500 shall be paid from the Maximum Settlement Amount, with 75% (estimated to be \$31,875.00) allocated to the LWDA PAGA Payment and 25% (estimated to be \$10,625.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each PAGA Employee's Individual PAGA Payment by (a) dividing the total amount of the PAGA Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by the PAGA Employee's PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. All Individual PAGA Payments to PAGA Employees will be reported on IRS Forms 1099 issued by the Administrator if required. None of the

Individual PAGA Payments are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any Individual PAGA Payments under this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. PAGA Employee Data. Within 30 days of the Effective Date, Defendant will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employee' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform under this Agreement. The Administrator (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII") received from Defendant; (b) not disclose the PII to PAGA Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible during the settlement administration process. Without any extension of the deadline by which Defendant must send the PAGA Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data.
- 4.2. Funding of Maximum Settlement Amount. Defendant shall fully fund the Maximum Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.3. Payments from the Maximum Settlement Amount. Within 30 days after Defendant funds the Maximum Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments to the PAGA Employees, the LWDA PAGA Payment to the LWDA, the Administration Expenses Payment to the Administrator, the PAGA Counsel Fees Payment to PAGA Counsel and the PAGA Counsel Litigation Expenses Payment to PAGA Counsel. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees via First Class U.S. Mail, postage prepaid. Checks will remain negotiable for one hundred eighty (180) days from the initial mailing of

the Individual PAGA Payments and will be voided thereafter. The face of each check shall prominently state the void date. The Administrator will cancel all checks not cashed or deposited by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee.

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

4.3.5. The PAGA Employees are bound by the release of the Released PAGA Claims regardless of whether they cash their check representing their Individual PAGA Payment.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount, Plaintiff, the State of California, all PAGA Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Released PAGA Claims:

Upon the Court's approval of the Settlement, Plaintiff, the State of California, and all PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA disputes, claims and/or causes of action pleaded or which could have been pleaded arising, in whole or in part, from the facts, claims and/or allegations contained in the Complaint, the Operative Complaint and/or the PAGA Notice , including the following:

5.1.1. Any PAGA claims for non-compliant meal periods, non-compliant rest periods,

non-compliant payment of meal and/or rest break premiums, non-compliant wage statements, untimely wage payments at the end of employment, failure to reimburse business expenses, and any PAGA claims under the California Labor Code and California Industrial Welfare Commission Wage Orders;

5.1.2. Any PAGA claims for violations under California Labor Code sections 201, 202, 203, 226(a), 226.7, 512, 2802, Wage Order 7-2001 or other applicable wage orders, and California Code of Regulations, Title 8, section 11000 et seq;

5.1.3. Any other PAGA claims alleged or which could have been alleged under the facts and/or factual allegations pleaded in the Complaint, Operative Complaint, the PAGA Notice and/or the Action; and

5.1.4. Any and all claims for attorney's fees, costs or other relief stemming from the PAGA claims above.

All such disputes, claims, and/or causes of action described in Section 5.1 are collectively referred to as the "Released PAGA Claims." The period of the Released PAGA Claims shall be for the PAGA Period. The PAGA Employees are bound by the release of the Released PAGA Claims regardless of whether they cash or otherwise negotiate their checks representing their Individual PAGA Payment.

5.2 Plaintiff's Release. In addition to the foregoing Released PAGA Claims, Plaintiff hereby releases and forever discharges the Released Parties from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and claims for attorneys' fees against the Released Parties, whether known or unknown, which Plaintiff ever had, now has or which Plaintiff due to any matter whatsoever, and which could form the basis for a claim under the PAGA.

Plaintiff shall be deemed to have, and by operation of the Court's Approval Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described

in Section 1542, and elects to assume all risks for claims that now exist in his favor, known or unknown.

5.3 Release by PAGA Counsel:

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

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review and revision at least fourteen (14) days in advance of filing all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) the draft application or motion for approval of this Settlement; (ii) a draft proposed Approval Order; (iii) a draft proposed Judgment; (iv) a signed declaration from the proposed Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve as the Administrator and comply with the obligations of the Administrator under this Settlement; competency; operative procedures for protecting the security of PAGA Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator; and (v) any other supporting declarations in support of the application or motion for approval of this Settlement. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In addition, Plaintiff shall submit to the LWDA a copy of the Court's Judgment and Approval Order within ten (10) days after entry of the Judgment and Approval Order.

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

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

7. COURT APPROVAL OF THE SETTLEMENT.

- 7.1 Court Approval. The Agreement is contingent upon the following conditions: (i) issuance by the Court of an Approval Order approving the Agreement in the Action; (ii) entry of Judgment enforcing the terms of the Agreement, dismissing the Action in its entirety such that all claims in the Operative Complaint are dismissed with prejudice as to Plaintiff, all PAGA claims in the Operative Complaint are dismissed with prejudice as to the PAGA Employees and all class claims in the Operative Complaint are dismissed without prejudice as to the putative class members, and retaining jurisdiction to ensure compliance with the Court's Approval Order in the Action; (iii) occurrence of the Effective Date; (iv) discharge of Defendant and the other Released Parties from liability for any and all Released PAGA Claims released by this Agreement; (v) release of all Released PAGA Claims against the Released Parties by Plaintiff, the State of California and all PAGA Employees; (vi) submission of the Court's Order and Judgment by PAGA Counsel to the LWDA within ten (10) days of the entry of the Approval Order and Judgment pursuant to California Labor Code section 2699(1)(3); and (vii) all Parties bearing their respective fees and costs, except as expressly provided in this Agreement. If the Court should fail to approve this Agreement in the form agreed to by the Parties or if the Court does not dismiss the Action consistent with this Agreement, the Parties agree to coordinate efforts to address the Court's questions or concerns. If the Court does not approve this Agreement or does not dismiss the Action consistent with this Agreement, or if appellate review is sought and on such review the Court's decision is modified or reversed, or if one or more of the terms of the Agreement is not approved or is modified or reversed or found to be invalid, then Defendant by and through counsel shall have the right within fourteen (14) days of written notice thereof to elect to terminate the Agreement, in which event it shall be null and void, have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the April 1, 2024 mediation.
- 7.2 No Right of PAGA Settlement Group Members to Object or Opt-Out. The Parties agree that, by law, there is no right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, the Parties will jointly defend against any attempt by any PAGA Employee or by any entity or agency to intervene in this matter or object to or opt out of this Settlement.

The Parties will jointly defend against any appeal filed with respect to the Approval Order and Judgment consistent with this Agreement.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly agreed to propose Phoenix Class Action Administration Solutions to serve as the Administrator. PAGA Counsel verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement, the Approval Order and the Judgment in exchange for the Administration Expenses Payment. The Parties, PAGA Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Administrator Duties. The Administrator will administer the Settlement consistent with this Agreement, the Approval Order and the Judgment. The Administrator will be responsible for: establishing the QSF; calculating Individual PAGA Payments; preparing, printing, and mailing the Individual PAGA Payment checks and accompanying cover letter which will be mutually approved by the Parties to the PAGA Employees; mailing one supplemental cover letter with an Individual PAGA Payment check to each PAGA Employee whose cover letter is returned to the Administrator, or other such notice as ordered by the Court; conducting PAGA Employee Address Search consistent with this Agreement; disbursing payment of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment; disbursing payment of the Enhancement Award to Plaintiff; disbursing LWDA PAGA Payment to the LWDA; printing and providing PAGA Employees, Plaintiff, and PAGA Counsel with IRS Forms 1099 as required under this Agreement and applicable law; providing a due diligence declaration upon completion of the terms of the Settlement if required by the Court; and for such other tasks as the Parties mutually agree or the Court orders. The Administrator shall keep the Parties timely apprised of the performance of all Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, PAGA Counsel, or any PAGA Employee until after the amounts are approved by the Parties and the Court. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Administrator. Any expenses incurred in connection with such preparation and administration shall be part of the Administration Expenses Payment.

8.5 Disbursement. No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or PAGA Counsel, based on distribution of the payments made in accordance with this Agreement.

8.6 No Representation on Tax Consequences. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Agreement. Plaintiff, PAGA Counsel, and each PAGA Employee will be solely responsible for paying all applicable state, local, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

9. PAGA EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the mediation date, there are 35 PAGA Employees who worked 710 PAGA Pay Periods during the PAGA Period. If the aggregate number of PAGA Pay Periods during the PAGA Period exceeds 781 (110% of the estimated PAGA Pay Periods), then the Maximum Settlement Amount shall be adjusted upwards proportionately by the same number of percentage points above 10% by which the number of PAGA Pay Periods exceeds 10%. However, Defendant, at its option, may shorten the PAGA Period end date such that the aggregate number of PAGA Pay Periods worked by the PAGA Employees as drivers in California during the PAGA Period is no more than 781 PAGA Pay Periods and avoid having to increase the Maximum Settlement Amount. For example, and to illustrate the intended operation of this Section, if the aggregate PAGA Pay Periods worked by the PAGA Employees as a PAGA Employee during the PAGA Period from June 22, 2021 through May 25, 2024 is 852, Defendant would have the option to either (1) add an additional \$10,500 to the Maximum Settlement Amount; or (2) limit the end date of the PAGA Period to a date on which the total number of PAGA Pay Periods worked by the PAGA Employees as a PAGA Employee would not exceed 781. The Parties agree to dutifully inform the Court by filing a supplemental declaration if the escalator clause is triggered and of the option Defendant elects.

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

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be

suspended until such time as the appeal is finally resolved and the Judgment becomes final and the Effective Date occurs.

11. COVENANTS AND REPRESENTATIONS BY PLAINTIFF AND PAGA COUNSEL.

Plaintiff represents and warrants as follows:

- 11.1 Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.
- 11.2 Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.
- 11.3 Plaintiffs further agree, as a condition of this Settlement, to obtain an Approval Order and Judgment in the Action in the manner set forth in this Agreement.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint, Operative Complaint, and/or the PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 No Publicity. Plaintiffs and PAGA Counsel will not make any public disclosure of this Settlement until after the filing of the application and/or motion for approval of the Settlement, including (a) issuing any press or other media release, (b) initiating any contact with the press, other media (including social media), or any third party, (c) responding to any inquiry from the press or media, or (d) having any communication with the press or other media about the Action, including but not limited to the fact, amount, and/or terms of the Agreement. PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Agreement until after the Settlement is approved by the Court. Plaintiffs and PAGA Counsel agree to keep the terms of the Agreement confidential, except as reasonably necessary to obtain judicial

approval of the Settlement Agreement, including as appropriate in Plaintiff's anticipated Motion. To the extent limited public disclosures are required to effectuate the Settlement or to notify the courts or parties in any pending or related proceeding, such limited and necessary details may be revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly disclosed.

- 12.3 Validity and Enforceability of Arbitration Agreements. This Agreement shall have no impact on the validity or enforceability of the arbitration agreements entered into by Plaintiff and/or the PAGA Employees, and the Settlement shall not prejudice Defendant from seeking to enforce such arbitration agreements. The Parties agree that Defendant reserves all rights with respect to any arbitration agreement with Plaintiff and its current and former employees and Defendant has not and shall not be deemed to waive the right to enforce any such arbitration agreements.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties. The Parties agree that Plaintiff will enter into a separate confidential settlement agreement concerning the settlement and release of his non-PAGA claims.
- 12.5 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim,

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

- 12.8 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of PAGA Employee Data. Because PAGA Employees' sensitive personal information is included in the PAGA Employee Data, the Administrator shall maintain the PAGA Employee Data securely and in confidence, and while maintaining the strictest standards of data privacy. Access to the PAGA Employee Data shall be limited to employees of the Administrator with a need to use the PAGA Employee Data for administration of this Settlement. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of personnel information as well as any other information designated as confidential that PAGA Counsel received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of such records.

- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

KINGSLEY SZAMET & LY
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
16133 Ventura Boulevard, Suite 1200
Encino, California 91436

To Defendant:

LITTLER MENDELSON, P.C.
Lisa Lin Garcia
Emily Mertes
Tiana R. Harding
101 Second Street, 10th Floor
San Francisco, California 94105

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm’s-length negotiations by experienced counsel. 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 and reasonableness of this Agreement.

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

12.21 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.

12.22 Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

12.23 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties have executed this PAGA Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

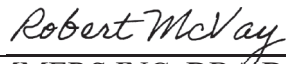
DATED: August 15, 2024

PLAINTIFF

By:  Signed by:
9EEF14A537074D7...
JERRYAL CULLER

DATED: 08/22/2024

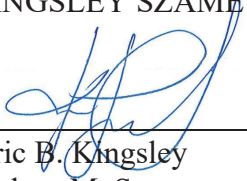
DEFENDANT

By: 
PLUMMERS INC. DBA DANIA FURNITURE

APPROVED AS TO FORM:

DATED: August 15, 2024

KINGSLEY SZAMET & LY

By: 

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff JERRYAL CULLER

DATED: Aug. 22, 2024

LITTLER MENDELSON, P.C.

By: 

Lisa Lin Garcia
Emily Mertes
Tiana R. Harding
Attorneys for Defendant PLUMMERS, INC. DBA
DANIA FURNITURE

4884-8805-7793.3 / 118181-1001

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

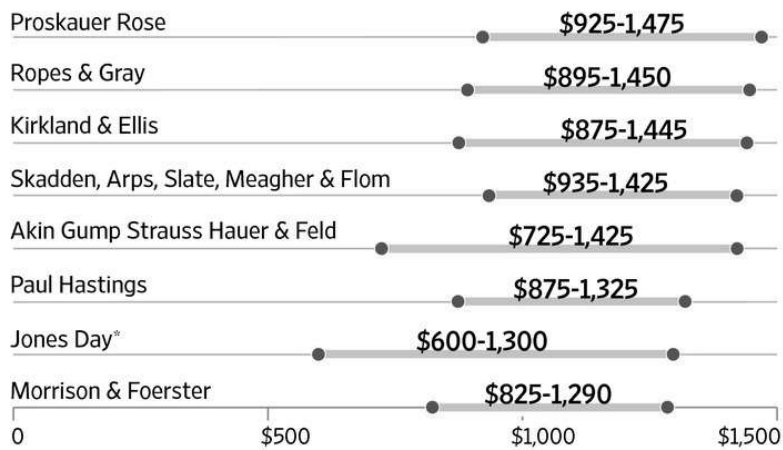
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

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

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

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

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

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



Plummers, Inc. dba Dania Furniture adv. Culler, Jerryal

Jerryal Culler • [REDACTED] • [REDACTED]

Historic Cost

		\$16,748.66
Filing Fee		\$48.39
Created: 2/15/2023 at 3:40 PM		
Trialworks TaskCode filing fee	Description OLINV#04712139 Plummers 1.30.23	
Payee One Legal	Docs  OLINV#04712139 Plummers 1.30.23.pdf ▾	
Deposition Cost		\$297.36
Created: 2/26/2024 at 12:25 PM		
Trialworks TaskCode costs	Notes Dinner at Burbank airport \$ 34.63 Taxi fare 2.22.24 \$ 91.00 Taxi tip 2.22.24 \$ 20.00 Lunch with client 2.23.24 \$ 46.54 Taxi fare 2.23.24 \$ 87.66 Taxi tip 2.23.24 \$ 17.53 Dinner at Burbank airport \$ 34.63 Taxi fare 2.22.24 \$ 91.00 Taxi tip 2.22.24 \$ 20.00 Lunch with client 2.23.24 \$ 46.54 Taxi fare 2.23.24 \$ 87.66 Taxi tip 2.23.24 \$ 17.53	
Payee Jessica Bulaon		
Description costs for expense and travel re plaintiff's depo		
Created: 3/28/2022 at 2:35 PM		\$5.80
Trialworks TaskCode Postage Cost	Date Incurred 3/16/2022	

Payee
DocuSign

Notes
Retainer
Retainer

Postage Cost

\$14.66

Created: 3/23/2022 at 12:51 PM

Trialworks TaskCode
Postage Cost

Date Incurred
3/23/2022

Notes
Initial Records Request letter(s) to Dania Furniture
via cert mail service
Initial Records Request letter(s) to Dania Furniture
via cert mail service



Created: 3/23/2022 at 12:52 PM

\$0.40

Trialworks TaskCode
Copies

Date Incurred
3/23/2022

Payee
Paper Cut

Notes
Initial Records Request letter(s) to Dania Furniture
for mail cert service
Initial Records Request letter(s) to Dania Furniture
for mail cert service

Postage Cost

\$14.66

Created: 4/26/2022 at 4:09 PM

Trialworks TaskCode
Postage Cost

Date Incurred
4/26/2022

Notes
Follow-up Records Request letter
Follow-up Records Request letter

Created: 4/26/2022 at 4:09 PM

\$0.40

Trialworks TaskCode

Copies

Payee

Paper Cut

Date Incurred

4/26/2022

Notes

Follow-up Records Request letter

Follow-up Records Request letter

Postage Cost

\$14.66

Created: 6/22/2022 at 10:01 AM

Trialworks TaskCode

Postage Cost

Notes

PAGA Letter to Def via certified mailing

PAGA Letter to Def via certified mailing

Date Incurred

6/22/2022

Created: 6/22/2022 at 10:02 AM

\$0.60

Trialworks TaskCode

Copies

Payee

Paper Cut

Date Incurred

6/22/2022

Notes

PAGA Letter to Def

PAGA Letter to Def

Filing Fee

\$75.00

Created: 6/22/2022 at 11:05 AM

Trialworks TaskCode

filing fee

Date Incurred

6/22/2022

Payee

LWDA

Description

State of California - Department of Industrial
Relations Customer Receipt _ Purchase
Confirmation

Docs

State of California - Department of Industr... ▼

Filing Fee**\$1,534.53***Created: 7/20/2022 at 12:48 PM***Trialworks TaskCode**

filing fee

Date Incurred

7/5/2022

Payee

One Legal

Description

OLINV#04191551 Plummers 7.5.22

Docs

OLINV#04191551 Plummers 7.5.22.pdf ▼

Process Server Fee**\$142.99***Created: 7/27/2022 at 4:19 PM***Trialworks TaskCode**

costs

Date Incurred

7/19/2022

Payee

OnCall

Description

OCINV#275999 Plummers paid 7.19.22

Docs

OCINV#275999 Plummers paid 7.19.22.pdf ▼

Filing Fee**\$19.25***Created: 7/28/2022 at 7:05 AM*

Trialworks TaskCode

filing fee

Date Incurred

7/21/2022

Payee

One Legal

Description

OLINV#04233304 Plummers 7.21.22

Docs OLINV#04233304 Plummers 7.21.22.pdf ▾**Filing Fee****\$42.72***Created: 8/11/2022 at 11:10 AM***Trialworks TaskCode**

filing fee

Date Incurred

8/5/2022

Payee

One Legal

Description

OLINV#04272854 Plummers 8.5.22

Docs OLINV#04272854 Plummers 8.5.22.pdf ▾**Filing Fee****\$19.66***Created: 8/12/2022 at 10:39 AM***Trialworks TaskCode**

filing fee

Date Incurred

8/10/2022

Payee

One Legal

Description

OLINV#04283047 Plummers 8.10.22

Docs OLINV#04283047 Plummers 8.10.22.pdf ▾**Filing Fee****\$20.69***Created: 2/10/2023 at 11:54 AM*

Trialworks TaskCode

filing fee

Date Incurred

1/13/2023

Payee

One Legal

Description

OLINV#04671337 Plummers 1.13.23

Docs

 OLINV#04671337 Plummers 1.13.23.pdf ▾

Filing Fee

\$42.21



Created: 2/13/2023 at 3:58 PM

Trialworks TaskCode

filing fee

Date Incurred

1/17/2023

Payee

One Legal

Description

OLINV#04677063 Plummers 1.17.23

Docs

 OLINV#04677063 Plummers 1.17.23.pdf ▾

Filing Fee

\$23.22

Created: 2/15/2023 at 3:16 PM

Trialworks TaskCode

filing fee

Date Incurred

1/27/2023

Payee

One Legal

Description

OLINV#04706645 Plummers 1.27.23

Docs

 OLINV#04706645 Plummers 1.27.23.pdf ▾

Postage Cost

\$10.44

Created: 3/2/2023 at 1:26 PM

Trialworks TaskCode Postage Cost	Notes PI's Demand for arb before AAA to Def via cert mailing
Date Incurred 3/2/2023	PI's Demand for arb before AAA to Def via cert mailing

Created: 3/2/2023 at 1:27 PM		\$4.00
Trialworks TaskCode Copies	Notes Copy of PI's Demand for arb before AAA to mail to Def	
Date Incurred 3/2/2023	Copy of PI's Demand for arb before AAA to mail to Def	
Payee Paper Cut		

Arbitration Cost		\$362.25
Created: 3/16/2023 at 11:27 AM		
Trialworks TaskCode costs	Description AAA Order Confirmation Claimant's payment 3.16.23	
Date Incurred 3/16/2023	Docs  Payment Received on AAA Case 01-23-0... 	
Payee AAA	 AAA Order Confirmation Claimants payme... 	

Research Cost		\$137.50
Created: 4/4/2023 at 1:16 PM		
Trialworks TaskCode costs	Date Incurred 4/4/2023	

Payee

Thomson Reuters

Description

billing period 1/1/23-1/31/23

Research Cost**\$4.40***Created: 4/4/2023 at 1:16 PM***Trialworks TaskCode**

costs

Payee

Thomson Reuters

**Date Incurred**

4/4/2023

Description

billing period 1/1/23-1/31/23

Postage Cost**\$5.80***Created: 7/5/2023 at 3:10 PM***Trialworks TaskCode**

Postage Cost

Payee

DocuSign

Date Incurred

7/5/2023

Postage Cost**\$5.80***Created: 10/6/2023 at 5:17 PM***Trialworks TaskCode**

Postage Cost

Payee

DocuSign

Date Incurred

10/4/2023

Notes

Claimant's Resp to Respondent's verifications



Plummers, Inc. dba Dania Furniture adv. Culler, Jerryal

Jerryal Culler • [REDACTED] • [REDACTED]

Historic Cost

\$16,748.66

Filing Fee

\$23.22

Created: 12/14/2023 at 3:33 PM



Trialworks TaskCode

filing fee

Date Incurred

11/14/2023

Payee

One Legal

Description

OLINV#05491171 Plummers 11.14.23

Docs

 OLINV#05491171 Plummers 11.14.23.pdf ▾

Filing Fee

\$51.48

Created: 12/14/2023 at 4:38 PM

Trialworks TaskCode

filing fee

Date Incurred

11/15/2023

Payee

One Legal

Description

OLINV#05493591 Plummers 11.15.23

Docs

 OLINV#05493591 Plummers 11.15.23.pdf ▾

Postage Cost

\$1.26

Created: 1/10/2024 at 12:19 PM

Trialworks TaskCode

Postage Cost

Date Incurred

1/10/2024

Description

Ltr Re Subpoena for Records

Photocopying Cost

\$0.40

Created: 1/10/2024 at 12:20 PM

Trialworks TaskCode

Copies

Date Incurred

1/10/2024

Payee

PaperCut

Description

Ltr Re Subpoena for Records

Postage Cost

\$5.80

Created: 2/5/2024 at 9:17 AM

Trialworks TaskCode Postage Cost Date Incurred 1/30/2024	Payee DocuSign Notes amended notice of deposition to client amended notice of deposition to client
--	--

Postage Cost Created: 1/31/2024 at 4:15 PM	\$0.88
--	-------------------------------

Trialworks TaskCode Postage Cost Date Incurred 1/31/2024	Notes Ltr to Northpoint re MTQ re subpoena for records Ltr to Northpoint re MTQ re subpoena for records
--	---

Created: 1/31/2024 at 4:16 PM	\$0.90
--	-------------------

Trialworks TaskCode Copies Date Incurred 1/31/2024	Payee Paper Cut Notes copy of Ltr to Northpoint re MTQ re subpoena for records to mail copy of Ltr to Northpoint re MTQ re subpoena for records to mail
--	---

Postage Cost Created: 2/5/2024 at 9:34 AM	\$5.80
---	-------------------

Trialworks TaskCode Postage Cost Date Incurred 2/1/2024	Payee DocuSign Notes Claimant's responses to notice od depo - client verification Claimant's responses to notice od depo - client verification
---	--

Research Cost Created: 5/6/2024 at 4:21 PM	\$685.56
--	---------------------

Trialworks TaskCode costs Date Incurred 2/29/2024	Payee Thomson Reuters Description billing period 2/1/24-2/29/24
---	---

Mediation Cost Created: 3/1/2024 at 3:10 PM	\$11,000.00
---	------------------------

Trialworks TaskCode costs Date Incurred 3/1/2024	Payee Lisa Klerman Description Lisa Klerman Mediator INV# re Culler v. Plummers Inc. (plaintiff invoice) paid 3.1.24
--	--

Docs



Lisa Klerman Mediator INV# re Culler v. Plummers Inc. (plaintiff i...

Postage Cost

\$5.80

Created: 4/2/2024 at 9:39 AM

Trialworks TaskCode

Postage Cost

Date Incurred

3/6/2024

Payee

DocuSign



Notes

notice of mediation + confidentiality agreement

notice of mediation + confidentiality agreement

Court Reporter Cost

\$1,855.90

Created: 3/21/2024 at 3:10 PM

Trialworks TaskCode

costs

Date Incurred

3/21/2024

Payee

Veritext, LLC

Description

Veritext INV#7262455 Re Plummers paid 3.21.24

Docs



Veritext INV#7262455 Re Plummers paid 3.21.24.pdf

Filing Fee

\$51.48

Created: 4/18/2024 at 2:13 PM

Trialworks TaskCode

filing fee

Date Incurred

4/12/2024

Payee

One Legal

Description

OLINV#05909749 Plummers 4.12.24

Docs



OLINV#05909749 Plummers 4.12.24.pdf

Court Cost

\$1.00

Created: 6/27/2024 at 12:40 PM

Trialworks TaskCode

costs

Date Incurred

4/12/2024

Payee

One Legal

Description

eServe Charge | 22664063-R1 | C22-01296 | Bill Code: Plummers | 6 re-
cipients | 04/12/2024

Filing Fee

\$19.10

Created: 5/8/2024 at 4:38 PM

Trialworks TaskCode

filing fee

Date Incurred

4/18/2024

Payee One Legal Description OLINV#05931291 Plummers 4.18.24	Docs PDF OLINV#05931291 Plummers 4.18.24.pdf
---	---

Research Cost

\$112.19

Created: 6/7/2024 at 3:46 PM

Trialworks TaskCode costs Date Incurred 6/7/2024	Payee Thomson Reuters Description billing period 3/1/24-3/31/24	
--	---	--

Filing Fee

\$51.48

Created: 8/28/2024 at 11:56 AM

Trialworks TaskCode costs Date Incurred 8/22/2024 Payee One Legal	Description OLINV#06308005 Plummers 8.22.24 Docs PDF OLINV#06308005 Plummers 8.22.24.pdf
---	---

Filing Fee

\$23.22

Created: 8/28/2024 at 4:10 PM

Trialworks TaskCode costs Date Incurred 8/23/2024 Payee One Legal	Description OLINV#06310736 Plummers 8.23.24 Docs PDF OLINV#06310736 Plummers 8.23.24.pdf
---	---

Postage Cost

\$5.80

Created: 8/27/2024 at 5:05 PM

Trialworks TaskCode Postage Cost Date Incurred 8/27/2024	Notes client deco ISO PAGA approval motion to client for review/signature via DocuSign client deco ISO PAGA approval motion to client for review/signature via DocuSign
--	---

EXHIBIT "6"

(Proof of Submission to LWDA)

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On September 4, 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

Lisa Lin Garcia

llgarcia@littler.com

Emily Mertes

emertes@littler.com

Tiana R. Harding

tharding@littler.com

Jeff Pilchard

JPilchard@littler.com

101 Second Street, Suite 1000

San Francisco, CA 94015

ABRAMSON LABOR GROUP

William Zev Abramson

wza@abramsonlabor.com

11846 Ventura Blvd., Suite 100

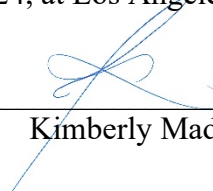
Studio City, CA 91604

[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 September 4, 2024, at Los Angeles, California.



Kimberly Madrid