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13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF ORANGE**

15 ALEJANDRO GARNICA-VEGA, an
16 individual, on behalf of himself and others
17 similarly situated,

18 **PLAINTIFF,**

19 **v.**

20 BAPKO METAL, INC.; and DOES 1 thru
21 50, inclusive,

22 **DEFENDANTS.**

Case No. 30-2025-01464229-CU-OE-CXC

[Case Assigned for All Purposes to Hon. David
A. Hoffer in Dept. CX-103]

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

Date: November 30, 2026

Time: 1:30 P.M.

Dept.: CX-103

Reservation Number: 74967044

Complaint Filed: March 3, 2025

Trial Date: None Set

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I, KELSEY M. SZAMET, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am the attorney of record for Plaintiff Alejandro Garnica-Vega 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 Court.

4. I have been involved in aspects of this case including 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 Settlement is attached hereto as Exhibit “1”. The Parties executed an Addendum to the PAGA Settlement Agreement correcting the allocation of PAGA Penalties between the LWDA and the Aggrieved Employees to conform to the 2024 PAGA reform amendments to Labor Code section 2699, subdivision (i). A true and correct copy of the Addendum is attached hereto as Exhibit “6.”

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On March 3, 2025, Plaintiff filed a wage and hour class action lawsuit, alleging eight causes of action, including: (1) failure to pay wages and/or overtime under Labor Code sections 226.2, 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; and (6) violation of Business & Professions Code section 17200. Also on March 3, 2025, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 (“PAGA”), to the Labor

1 Workforce Development Agency (“LWDA”) regarding their intent to seek civil penalties for the
2 same Labor Code violations above, under Labor Code section 2699, et seq.

3 6. Plaintiff brought the Class Action on behalf of a Proposed Class defined as: “All
4 persons who are employed or have been employed as an hourly employee by BAPKO METAL,
5 INC., in the State of California since four (4) years prior to the filing of this action to the present”
6 (“Proposed Class”).

7 7. On May 15, 2025, Plaintiff filed a First Amended Class and Representative Action
8 Complaint adding an additional cause of action for penalties pursuant to Labor Code § 2699, et seq.,
9 the Private Attorneys General Act (“PAGA”) based on the underlying Labor Code violations already
10 pled. (Hereafter, the “Action”).

11 8. During early and meet and confer efforts, Defendant set forth its position that this
12 should be a PAGA only matter on behalf of non-union employees.

13 9. There is an arbitration agreement that Defendant asserts all current employees have
14 signed that contains a class arbitration waiver.

15 10. Defendant contends that the union-represented employees are covered by a CBA
16 with a class action waiver and the agreement also exempts them from PAGA due to the exemption
17 in the Ironworkers Agreement (CBA) entered into pursuant to Labor Code section 2699.6.

18 11. For purposes of the PAGA claim, a total of 189 non-union employees worked during
19 the PAGA period from March 1, 2024, to December 15, 2025, comprising 8,068 pay periods.
20 Pursuant to Labor Code section 2699(o), Defendant contends that any civil penalties recovered under
21 PAGA are required to be reduced by one-half because the employees' regular pay period is weekly.

22 12. For purposes of mediation, Defendant provided a sampling of time and pay records
23 for 25% of the non-union PAGA members.

24 13. The Parties have not engaged in formal discovery, instead focusing their efforts on
25 resolving this case through early mediation.

26 14. Although Defendant denies that it violated any pertinent law, it recognized the risks
27 and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to
28 finalization of a formal PAGA Settlement Agreement and the approval of the Court. The Parties

1 negotiated the terms and conditions of the Agreement and now present the agreed-upon Settlement
2 to the Court for Approval.

3 **THE SETTLEMENT**

4 15. The Settlement Agreement provides that Defendant will pay the total sum of
5 \$175,000.00 in full and final settlement of the PAGA claims alleged.

6 16. Per the Agreement, the amount is allocated as follows:

7 Gross Settlement Amount:	\$175,000.00
8 PAGA Counsel Fees Payment:	\$61,250.00
9 PAGA Counsel Litigation Expenses Payment:	\$18,553.53 ¹
10 Administrator Expenses Payment:	\$3,500.00
11 Named Plaintiff Enhancement:	\$5,000.00
12 PAGA Penalties:	\$86,696.47 13 (\$56,352.71 to the LWDA; \$30,343.76 to remain in 14 the Net Settlement Amount)

15
16 17. Each aggrieved employee shall receive a pro-rata portion of the remaining amount
17 in PAGA penalties based by dividing the amount of the Aggrieved Employees' 35% share of PAGA
18 Penalties (\$30,343.76) by the total number of PAGA Pay Periods worked by all Aggrieved
19 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
20 PAGA Pay Periods.

21 18. For settlement purposes, the Aggrieved Employees or PAGA Members are defined
22 as: "all current and former non-union non-exempt employees who were employed by Defendant
23 from March 1, 2024 through December 15, 2025 (the 'PAGA Period') ("Aggrieved Employee" or
24 "PAGA Member").

25 ///

26
27 ¹ The Agreement provided for counsel to receive cost reimbursement up to \$22,000. However, counsel's final costs
28 come to \$17,953.53, plus an additional \$600 in anticipated filing costs, for a total cost request of \$18,553.53.
(Szamet Decl., Ex. 1) The extra \$3,446.47 will remain in the net settlement fund, causing the net amount for
distribution to the LWDA and Aggrieved Employees to be slightly higher than the \$83,250.00 contemplated in
the settlement agreement. (Szamet Decl., *Id.*)

1 **RISKS AND EVALUATION OF THE SETTLEMENT**

2 19. To help the Court evaluate the fairness of the proposed Settlement, a discussion of
3 the risk evaluation and discount taken follows.

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

7 21. Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to
8 “decide not to penalize an employer for a first violation when that violation was due to a clerical
9 error or inadvertent mistake.

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

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

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

1 25. Plaintiff alleged that he and the Aggrieved Employees were not properly
2 compensated for all hours worked because they were required to routinely work more than eight (8)
3 hours in one day or forty (40) hours in one week.

4 26. Plaintiff alleged that Defendant maintained an unlawful policy of auto-deducting for
5 meal periods that resulted in the unlawful withholding of wages and/or overtime.

6 27. Plaintiff alleged that Defendant auto-deducted meal breaks from Plaintiff and the
7 Aggrieved Employees' paychecks even when Plaintiff and the Aggrieved Employees did not receive
8 their meal breaks.

9 28. Plaintiff further alleged that Defendant failed to pay Plaintiff and the Proposed Class
10 for the thirty minutes of time it automatically deducted each shift, regardless of whether the lawful
11 meal period was actually provided.

12 29. Plaintiff contends that the underlying timekeeping data reflects a further
13 complication for this claim: Defendant's payroll practices changed materially over the relevant
14 period, moving from an auto-deduct meal-period policy, to a period in which employees were
15 apparently paid for the entirety of each recorded shift with no deduction at all, to a later period in
16 which meal periods are affirmatively punched.

17 30. PAGA Counsel's expert applied an assumption of ten minutes of unpaid off-the-
18 clock work per shift to approximate the impact of the auto-deduct practice, but because that figure is
19 an assumption rather than a directly-observed number of unpaid minutes, and because a substantial
20 portion of the data shows no deduction of any kind, Defendant would argue that a uniform per-shift
21 assumption cannot fairly be applied across the entire PAGA Period.

22 31. Plaintiff contends that by its policy of requiring Plaintiff and the Aggrieved
23 Employees to work without being paid all wages at their appropriate regular rate of pay and to work
24 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
25 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated
26 the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199, as well as its own written policies.

27 32. Plaintiff contends that Defendant therefore owes penalties under PAGA.

28 33. However, Defendant would likely argue that any shortfall in compensation was the

1 result of inadvertence and clerical error rather than a deliberate policy, and that Plaintiff and the
2 Aggrieved Employees were properly paid in accordance with Defendant's lawful policies and
3 practices.

4 34. Plaintiff must also acknowledge that the timekeeping data itself complicates a
5 uniform theory of liability across the relevant time period: for a substantial portion of that period, the
6 data shows Defendant paid Plaintiff and the Aggrieved Employees for the entirety of each recorded
7 shift with no meal-period deduction at all, which could support an argument that no uniform unpaid
8 wages claim is viable during the relevant time period.

9 35. Plaintiff alleges that he and the Aggrieved Employees consistently worked shifts over
10 five (5) hours and ten (10) hours and Defendant failed to provide Plaintiff and the Proposed Class
11 with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during
12 the relevant time period.

13 36. Plaintiff maintains that Defendant maintained a written policy for meal and rest
14 periods but violated its own policies.

15 37. Specifically, Plaintiff alleged that he and the Aggrieved Employees rarely received
16 compliant meal breaks and that Defendant maintained a policy of automatically deducting thirty
17 minutes for a meal period each shift without determining whether a meal period was actually
18 provided, was timely, or lasted a full thirty minutes.

19 38. Additionally, Plaintiff alleged that Defendant has had a consistent policy of failing
20 to pay Plaintiff and the Aggrieved Employees one (1) hour of pay at the employees' regular rate of
21 compensation for each workday that the compliant meal period was not provided. On July 15, 2021,
22 in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for
23 calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide
24 a compliant meal period or rest break. Specifically, the Court held that those bonus payments must
25 include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonus,
26 commissions, etc.) and cannot simply be paid at an employee's base hourly rate.

27 39. When meal periods are provided, Defendant has had a consistent policy of paying
28 meal period premiums at the base rate and not the appropriate blended rate in violation of Labor

1 Code §§ 226.7 and 512.

2 40. Defendant argued that the employees did receive their meal periods and argued that
3 other employees would testify to that fact.

4 41. Additionally, Defendant maintained valid written meal and rest period policies.

5 42. This presented a risk on the meal period claim that Plaintiff considered when
6 evaluating this settlement.

7 43. Plaintiff must also acknowledge a further risk specific to the more recent portion of
8 the class period: once Defendant began affirmatively recording meal periods in 2025, approximately
9 42% of recorded first meal breaks were exactly thirty minutes in length.

10 44. While Plaintiff would argue this pattern suggests that the breaks may have been
11 automatically inserted instead of being genuine thirty-minute breaks, Plaintiff had to weigh the risk
12 that a factfinder would determine that Defendant's records showed strong meal period compliance
13 as of 2025.

14 45. Plaintiff alleged that Defendant failed to provide Plaintiff and the Aggrieved
15 Employees with uninterrupted rest breaks of not less than ten (10) minutes as required by the Labor
16 Code during the relevant time period and did not ensure it occurred within the first 3.5 hours of an
17 employee's shift.

18 46. Plaintiff alleged that he and the Aggrieved Employees were not compensated with
19 one (1) hour of wages for each compliant rest period as required by Labor Code § 226.7.

20 47. Defendant again raised the defense that employees received their rest breaks and
21 presented evidence that employees would testify as such.

22 48. Given that the rest period policy was accurate, Plaintiff considered this a viable risk.

23 49. Plaintiff must also acknowledge that the rest period claim carries proof risks
24 independent of Defendant's stated position.

25 50. Employers are not required to record rest periods, so no documentary evidence exists
26 on either side; consistent with this, PAGA Counsel's expert had no rest-break time records to draw
27 on and instead assumed a 100% violation rate for all shifts of at least 3.5 hours, based on the complete
28 absence of rest-break data in Defendant's records.

1 51. Defendant would likely argue that the absence of records cuts both ways, and that a
2 100% assumption is unsupported without some further showing that rest breaks were uniformly
3 denied rather than voluntarily forgone.

4 52. Absent documentary proof beyond Defendant's own written "as much as
5 practicable" policy, Plaintiff had to acknowledge the risk that a court could discount the 100%
6 assumption significantly

7 53. Plaintiff contends that Defendant furnishes Plaintiff and the Aggrieved Employees
8 with itemized wage statements that do not accurately show all applicable hourly rates in effect during
9 the pay period and the corresponding number of hours worked at each hourly rate because Plaintiff
10 and the Aggrieved Employees performed work while off the clock. The work performed off the
11 clock was not recorded and thus was not reflected in the Aggrieved Employees' wages and wage
12 statements.

13 54. Further, Plaintiff alleged that he and the Aggrieved Employees are issued wage
14 statements that do not include accurate meal and rest premiums as a result of the claims alleged
15 above.

16 55. Plaintiff contends that the Aggrieved Employees suffered injury within the meaning
17 of Labor Code § 226(e) because the inaccuracies in their wage statements, including the failure to
18 reflect unrecorded off-the-clock time and unpaid meal and rest premiums, meant Aggrieved
19 Employees could not readily determine from the face of their wage statements whether they were
20 properly compensated.

21 56. This claim is substantially derivative of, and carries the same proof risks as, the wage,
22 meal, and rest period claims discussed above.

23 57. Defendant maintained that its wage statements accurately reflected the hours and
24 rates it recorded, and would argue that any inaccuracy traceable to the disputed off-the-clock and
25 meal-premium claims reflects, at most, a good faith dispute over what was owed rather than a
26 knowing and intentional violation.

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

1 59. Plaintiff and numerous Aggrieved Employees are no longer employed by Defendant.
2 Defendant failed to pay all wages owed and due upon their termination and/or resignation.

3 60. Defendant would point to its position that any shortfall resulted from inadvertence
4 and clerical error rather than a deliberate refusal to pay, and to its maintained written meal and rest
5 period policies, as evidence of a good faith dispute rather than a willful violation.

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

8 62. In light of all these significant risks and given that PAGA gives the Court broad
9 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
10 Settlement Amount of \$175,000.00 was fair and reasonable.

11 63. The expert analyzed 44,776 shifts and 9,340 weekly pay periods across the PAGA
12 Period, extrapolating from the data produced (March 4, 2024 through November 26, 2025) to the
13 full PAGA Period of March 1, 2024 through December 15, 2025.

14 64. Because Defendant pays its employees weekly, the 9,340 weekly pay periods yield
15 4,670 PAGA pay periods after application of Labor Code section 2699(o), which reduces penalties
16 by one-half where the regular pay period is weekly rather than biweekly or semimonthly.

17 65. Applying the default \$100 penalty rate under Labor Code section 2699(f)(2)(A) to
18 each violation category, the expert calculated the following maximum exposures: \$467,000.00 for
19 unpaid off-the-clock wages (4,670 pay periods); \$467,000.00 for wage statements (4,670 pay
20 periods); \$466,800.00 for rest breaks (4,668 pay periods, assuming a 100% violation rate);
21 \$344,400.00 for meal breaks (3,444 pay periods with a net violation after offsetting premiums paid);
22 \$69,700.00 for regular-rate overtime (697 pay periods); \$10,400.00 for waiting time penalties (104
23 former employees); \$7,400.00 for regular-rate sick pay (74 pay periods); and \$2,200.00 for regular-
24 rate meal premiums (22 pay periods).

25 66. Exposure on the largest single theory is thus approximately \$467,000.00, and if the
26 Court were to stack penalties across every category, the theoretical maximum exposure would be
27 approximately \$1,834,900.00.

28 67. Several of the expert's assumptions are litigation maximums that Defendant would

1 vigorously contest: the rest break figure assumes a 100% violation rate for every qualifying shift, the
2 off-the-clock and wage statement figures assume a violation in every pay period, and Defendant
3 would argue the meal break data reflects recording practices rather than actual violations particularly
4 for 2025, when recorded first meal breaks rose sharply.

5 68. There is a strong risk the Court would not award anything above the \$100 default
6 rate, and Defendant would argue for the reduced tiers, including the \$25-per-pay-period cap for wage
7 statement violations where employees could promptly and easily determine the accurate information
8 from the wage statements alone. Lab. Code § 2699(f)(2)(A)(i).

9 69. The amended statute substantially limits stacking: an aggrieved employee may not
10 collect a civil penalty for waiting time violations under sections 201 through 203, or for a non-
11 knowing and non-intentional violation of section 226, in addition to the penalty collected for the
12 underlying unpaid wage violation, and the Court may in any event reduce penalties where the same
13 conduct resulted in multiple violations. Lab. Code § 2699(i). Application of section 2699(i) alone
14 could eliminate the derivative waiting time (\$10,400.00) and wage statement (\$467,000.00)
15 exposure — over a quarter of the stacked total.

16 70. The Court retains broad discretion to award less than the maximum where the
17 maximum would be "unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2).

18 71. Given these risks, Plaintiff believes the total Settlement of \$175,000.00, including
19 the PAGA payment of \$86,696.47, is fair, reasonable, and in the best interests of the State and the
20 Aggrieved Employees.

21 **ATTORNEY COMPETENCE**

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

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

of 33.33%.

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

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

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

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

- a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*, approved for Class Certification in 2011.
- b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers 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 Employment Lawyers 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 Employment Lawyers as PAGA Counsel).
- e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.
- f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.
- g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.
- h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),

1 contested class certification granted in August 2020.

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

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

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

9 76. As detailed fully in the Settlement, the settlement provides for Defendant to create a
10 Gross Settlement Amount of \$175,000.00. From that fund, Plaintiff requests an award of attorneys'
11 fees for PAGA Counsel in the amount of \$61,250.00, or 35% of the Gross Settlement Amount, and
12 \$18,553.53 in reimbursement for litigation costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. *Espinoza v. Warehouse Demo Services, Inc.* (2022) 86 Cal.App.5th 1184, 1188.) The opinion reversed the trial court’s granting of summary judgment on the outside sales exemption. The remittitur issued on February 23, 2023.

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

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

PAGA COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE

85. A lodestar cross-check confirms that the percentage requested is reasonable.

1 86. PAGA Counsel has an aggregate lodestar in the amount of \$47,116.00 which
2 represents 49.20 hours of attorney work on this litigation from its inception through the date of
3 this filing of Plaintiff's instant Motion, and 10-15 future hours.

4 87. As such, PAGA Counsel is asking for a modest lodestar multiplier of 1.30.

5 88. This case dealt with difficult legal and factual questions. Significantly, the risk
6 attendant to the underlying claims in this matter was great considering Defendant's defenses as
7 discussed in detail above. Were this case to proceed, Defendant would have a strong incentive to
8 litigate tenaciously. There are genuine issues in dispute. Furthermore, PAGA Counsel was able
9 to obtain close to the full value for this case.

10 89. PAGA Counsel was able to obtain close to the full value for this case.

11 90. PAGA Counsel are skilled wage and hour practitioners with decades of experience
12 who diligently prepared and litigated this matter.

13 91. To achieve the ultimate result in this case, PAGA counsel's firm had to incur
14 substantial risk and expense and was precluded from taking other fee generating employment for
15 40 hours of attorney time.

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

20 93. PAGA Counsel believe this is an exceptional result that has been well received by
21 the Aggrieved Employees.

22 94. The amount of time spent on this case (over 49.20 hours), which culminated in a
23 very favorable the Aggrieved Employees, is reasonable given the complexity and novelty of the
24 issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional
25 results obtained.

26 95. PAGA Counsel litigated this action with great efficiency in light of the amount of
27 work required to achieve the Settlement.

28 96. The requested hourly rates in this case range from \$940.00 per hour to \$1,250.00.

1 97. PAGA Counsel’s hourly rates are fully supported by their experience and
2 reputation in handling complex employment litigation, including wage and hour class actions.

3 98. Mr. Kingsley is a 30-year attorney with expertise in wage and hour class action
4 lawsuits.

5 99. He has litigated several hundred such cases, including at the appellate level at the
6 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
7 Appeal.

8 100. He is also a prolific speaker at various seminars on employment law and has
9 contributed to legal publications on employment topics.

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

14 102. My office billed for the work of Mr. Kingsley and me on this case.

15 103. I am a partner at Kingsley Szamet Employment Lawyers. I received my Bachelor
16 of Arts degree, *cum laude*, from the University of California San Diego and received my law
17 degree from UCLA School of Law in 2008, where I was active in the Women’s Law Journal and
18 community-based legal clinics. I have been practicing since 2008 and am billed at \$940 per hour.

19 104. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
20 *New Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about
21 two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and
22 \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.” The article also
23 explains that “despite low inflation and weak demand for legal services, rates at large corporate
24 law firms have risen by 3% to 4% a year since the economic downturn.” Finally, the article notes
25 that “the average highest rate paid for law-firm partners was \$875 an hour in 2015.” This article
26 is attached hereto as Exhibit 3.

27 105. PAGA Counsel’s charged rates are commensurate with the prevailing market rates
28 in Orange County for attorneys of comparable experience and skill handling complex litigation.

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

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

108. 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 \$1,227, a reasonable rate for an attorney with 17 years of experience, such as myself, is \$1,019, A true and correct copy of the 2025-2026 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

109. Kingsley Szamet Employment Lawyers' 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	2.8	\$1,250.00	\$3,500.00
Kelsey M. Szamet	46.4	\$940.00	\$43,616.00
KINGSLEY ATTORNEYS' FEES TOTAL	49.20		\$47,116.00²

110. Kingsley Szamet Employment Lawyers has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation,

² The Total Attorneys' Fees does not include PAGA Counsel anticipated 5-10 hours of future time to handle the final approval hearing in July and to oversee the administration process.

1 policies, and procedures, etc.;

2 g. regular meetings and or communicating with the named Plaintiff;

3 h. drafting pleadings (Complaints, Motion for Approval of Representative Action,
4 various documents related to Representative Action Approval, etc.);

5 i. researching private right of action and various impact on class actions;

6 j. preparing for and attending mediation;

7 k. discussing issues related to damage model calculations;

8 l. preparing and analyzing damage models;

9 m. negotiating the terms of the settlement;

10 n. reviewing and making changes to the Agreement;

11 o. drafting and editing all documents for Preliminary and Final Approval;

12 p. monitoring Notice and settlement administration procedures;

13 q. coordinating and overseeing all aspects of the administration of the Settlement
14 (review documentation, approve form and content, etc.); and multiple
15 communications with defense counsel.

16 111. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.30.

17 112. I believe the request for attorneys' fees in the amount of \$61,250 is fair and
18 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the
19 exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and
20 experience led to an outstanding settlement.

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

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

26 114. This matter had been handled purely on a contingency fee basis and my firm has
27 advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee
28 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant

1 firm resources to prosecution of this matter.

2 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
3 **COSTS**

4 115. In addition to their request for fees, PAGA Counsel further request reimbursement
5 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
6 litigation, in the amount of \$18,553.53.

7 116. To date, PAGA Counsel has incurred \$17,953.53 in costs.

8 117. PAGA Counsel anticipates incurring an additional \$600.00 in costs to file and serve
9 this motion, but the Settlement provides for a reimbursement of litigation costs of up to \$22,000.00.

10 118. As such, counsel is requesting a cost reimbursement of \$18,553.53.

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

13 120. All of these costs have been incurred in the course of this litigation, and all costs
14 advanced have already been paid by PAGA Counsel, with the exception of the anticipated cost of
15 filing the present motion.

16 121. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
17 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
18 should approve the request for reimbursement in the amount of \$18,553.53.

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

20 122. The Settlement calls for an enhancement payment of \$5,000.00 to the named
21 Plaintiff, to be paid from the Gross Settlement Amount.

22 123. The time spent by Alejandro Garnica-Vega includes identifying competent counsel,
23 providing information to PAGA Counsel regarding Plaintiff's relevant employment experiences,
24 compiling documents, meeting with PAGA Counsel frequently to discuss the status of the case and
25 the theories of liability, reviewing settlement documents, and making himself available for a full day
26 of mediation.

27 124. PAGA Counsel considers this to be a fair and reasonable enhancement.

28 125. The enhancement takes into consideration the time, effort, risks, and expense

1 incurred by Plaintiff in coming forward to litigate this matter on behalf of the Aggrieved Employees.

2
3 **PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT**
4 **AGENCY**

5 126. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Approval
6 of Representative Action Settlement ("Motion") was uploaded to the Labor and Workforce
7 Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission
8 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
9 receipt is attached hereto as Exhibit "7".

10 **EXHIBITS**

11 127. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed PAGA
12 Settlement Agreement.

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

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

17 130. Attached hereto as Exhibit "4" is a true and correct copy of the 2025-2026 Adjusted
18 Laffey Matrix.

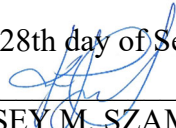
19 131. Attached hereto as Exhibit "5" is a true and correct copy of the KINGSLEY SZAMET
20 EMPLOYMENT LAWYERS costs ledger reflecting costs incurred in this matter.

21 132. Attached hereto as Exhibit "6" is a true and correct copy of the fully-executed
22 Addendum to PAGA Settlement Agreement.

23 133. Attached hereto as Exhibit "7" is a true and correct copy of the proof of submission
24 to the LWDA as referenced in paragraph 126 above.

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

27 This declaration was executed this 28th day of September, 2026, in Pasadena, California.

28


KELSEY M. SZAMET

(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 28, 2026, 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:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A Professional Law Corporation

Ronald W. Novotny

Rnovotny@aalrr.com

Steve Araiza

Steve.araiza@aalrr.com

12800 Center Court Drive South, Suite 300

Cerritos, California 90703-9364

[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.govfa.net/432>) 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 28, 2026, at Chino California.



Leslie Sanchez

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Alejandro Garnica-Vega (“Plaintiff”) and Defendant Bapko Metal, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Alejandro Garnice-Vega, an individual, on behalf of himself and others similarly situated, PLAINTIFF, v. BAPKO METAL, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS*, Orange County Superior Court, Case No. 30-2025-01464229-CU-OE-CXC, initiated on March 3, 2025 and pending in the Court.
- 1.2 “Administrator” means Xpand Legal Consulting, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” or “PAGA Member” means all current and former non-union non-exempt employees who were employed by Defendant from March 1, 2024 through December 15, 2025 (the “PAGA Period”).
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the Court’s order granting approval of the Settlement.
- 1.8 “Court” means the Superior Court of California, County of Orange.
- 1.9 “Defendant” means named Defendant Bapko Metal, Inc.
- 1.10 “Defense Counsel” means Atkinson, Andelson, Loya, Ruud & Romo.

- 1.11 “Effective Date” means the date on which the Judgment becomes final.
- 1.12 “Gross Settlement Amount” means \$175,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The GSA is non-reversionary and is the maximum amount Defendant is required to pay under this Agreement.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency.
- 1.16 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Counsel” means Kingsley Szamet Employment Lawyers, the attorneys representing the Plaintiff in the Action.
- 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20 “PAGA Representative Enhancement Award” means the payment to the Plaintiff for initiating the Action seeking Court approval.
- 1.21 “PAGA Pay Period” means any weekly pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22 “PAGA Period” means the period from March 1, 2024 to December 15, 2025.
- 1.23 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.24 “PAGA Notice” means Plaintiff’s March 3, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

- 1.25 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,812.50) and the 75% to the LWDA (\$62,437.50) in settlement of PAGA claims.
- 1.26 “Plaintiff” means Alejandro Garnica-Vega, the named plaintiff in the Action.
- 1.27 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.28 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On March 3, 2025, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for Defendant’s alleged violations including: (1) failure to pay wages and/or overtime under Labor Code §§ 510, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code § 226.7; (4) failure to provide legally compliant earnings statements in violation of Labor Code § 226(a); (5) waiting time penalties pursuant to Labor Code § 203; (6) unfair business practices in violation of Business & Professions Code § 17200. On May 15, 2025, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for the causes of action alleged previously, adding an additional claim for penalties under Labor Code § 2699 et seq., the Private Attorneys General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

On January 15, 2026, the Parties participated in an all-day mediation presided over by Daniel J. Turner, Esq., which led to the Agreement to settle the action.

Before mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel file, payroll records, and pay statements., and a representative sampling of the time and pay records of the Aggrieved Employees.

2.3 The Parties, PAGA Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay one hundred seventy-five thousand dollars and zero cents (\$175,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be \$61,250.00, and PAGA Counsel Litigation Expenses Payment of not more than \$22,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To Plaintiff: PAGA Representative Enhancement Award to the PAGA representative for serving as the Named Plaintiff in the amount of up to Five Thousand Dollars and Zero Cents (\$5,000.00). If the request for litigation enhancements is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be returned to the Net Settlement Amount to be distributed pursuant to the remaining terms herein. In addition, the Parties will enter into a separate settlement agreement under which Plaintiff shall be paid Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for a release of all claims, known or unknown, pursuant to California Civil

Code section 1542. Plaintiff shall not receive this separate settlement payment unless and until the Court approves the PAGA settlement.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$3,500.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$3,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$83,250.00 to be paid from the Gross Settlement Amount, with 75% (\$62,437.50) allocated to the LWDA PAGA Payment and 25% (\$20,812.50) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,812.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 189 Aggrieved Employees who worked a total 11,844 of PAGA Pay Periods.

4.2 Escalator Clause. If the actual number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds the estimate set forth above by more than five percent (5%), Defendant shall have the option, in its sole discretion, to either: (a) increase the Gross Settlement Amount on a proportional basis for any increase above ten percent (10%) (e.g., if the actual PAGA Pay Periods exceed the estimate by eleven percent (11%), Defendant would agree to increase the Gross Settlement Amount by one percent (1%)); or (b) elect to end the PAGA Period on an earlier date, in Defendant's discretion, so as to limit the PAGA Pay Periods covered by this Settlement to no more than ten percent (10%) above the estimate set forth above, in lieu of increasing the Gross Settlement Amount. PAGA Counsel must finalize the end date of the PAGA Period before filing the motion for approval of this Settlement and submit evidence showing whether this Escalator Clause has been triggered and, if so, the resulting consequences.

4.3 Aggrieved Employee Date. Within 15 days, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the

Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.4 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.5 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.5.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.5.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to an agreed-upon cy pres recipient within the meaning of CCP §384.

4.5.4 The payment of Individual PAGA Payments shall not obligate Defendant to

confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.^v

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code

section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel 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 (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Agreement showing all modifications made to the Superior Court of Los Angeles County’s Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order 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 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 by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Xpand Legal Consulting, LLC to serve as the Administrator and verified that, as a condition of appointment, Xpand Legal Consulting, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings

and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. **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.

8.1 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 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9. **ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be 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).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and 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 or the Court for resolution.
- 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 9.6 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.
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA

Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

9.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

KINGSLEY SZAMET
EMPLOYMENT LAWYERS
Eric B. Kingsley, Esq.
eric@kingsleylawyers.com
Kelsey M. Szamet, Esq.
kelsey@kingsleylawyers.com
Jessi Bulaon, Esq.
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Phone: (818) 990-8300; Fax: (818) 990-2903

To Defendant:

ATKINSON, ANDELSON, LOYA RUUD & ROMO
A Professional Law Corporation
Ronald W. Novotny, Esq.

rnovotny@aalrr.com
Steve Araiza, Esq.
Steve.araza@aalrr.com
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
Telephone: (562) 653-3200; Fax: (562) 653-3333

9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

PLAINTIFF AGREES THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT. SIMILARLY, PAGA COUNSEL AFFIRMS THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: 08/26, 2026



Alejandro Garnica-Vega

Dated: _____, 2026

Bapko Metal, Inc.

By: _____

rnovotny@aalrr.com
Steve Araiza, Esq.
Steve.araza@aalrr.com
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
Telephone: (562) 653-3200; Fax: (562) 653-3333

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Dated: _____, 2026

Alejandro Garnica-Vega

Dated: August 12TH, 2026

Bapko Metal, Inc.

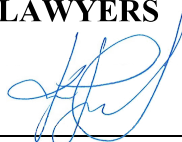
By: _____


Tim Butcher, CFO

Approved as to form:

Dated: August 26, 2026

**KINGSLEY SZAMET EMPLOYMENT
LAWYERS**



Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff

Dated: _____, 2026

**ATKINSON, ANDELSON, LOYA RUUD &
ROMO**

Ronald W. Novotny
Steve Araiza
Attorneys for Defendant

Approved as to form:

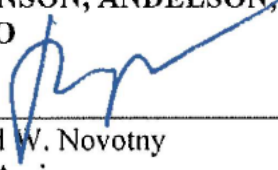
Dated: _____, 2026

**KINGSLEY SZAMET EMPLOYMENT
LAWYERS**

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff

Dated: August 12, 2026

**ATKINSON, ANDELSON, LOYA RUUD &
ROMO**



Ronald W. Novotny
Steve Araiza
Attorneys for Defendant

EXHIBIT "A"

[Add Date]

Xpand Legal Consulting, LLC
23046 Avenida de la Carlota, Suite 600
Laguna Hills, CA 92653

Re: *Alejandro Garnica-Vega v. Bapko Metal, Inc.*
Orange County Superior Court Case No. 30-2025-01464229

Dear [Name]:

As the Settlement Administrator in the above-referenced case (the “Case”), we write to inform you that you are entitled to a payment pursuant to the settlement of the Case. Your settlement check, which is enclosed with the appropriate IRS Form, is for your portion of a settlement of the Case where Alejandro Garnica-Vega (“Plaintiff”) sought civil penalties on behalf of the state of California through the Private Attorney General Act (“PAGA”).

A settlement agreement (“Agreement”) was reached in the Case with Bapko Metal, Inc. (“Bapko.”) The Case did not go to trial, and the Court has not found that Plaintiff’s claims have any merit. On [add date], the Agreement was approved by the Orange County Superior Court. The settlement resolves claims for civil penalties during the period of March 1, 2024 to December 15, 2025 (the “PAGA Period”) on behalf of all non-union non-exempt employees who worked for Bapko during that time.. Your payment is based on the total number of pay periods you worked for Defendant in California during the PAGA Period. You worked a total number of [redacted] pay periods during this time and your individual settlement payment is \$ [redacted]. You are responsible for paying all taxes that may be due because of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, the Administrator shall transmit the funds represented by such checks to an agreed upon cy pres recipient within the meaning of CCP §384.

If you have any questions regarding your settlement payment, changes of name, changes of address, etc., please contact Xpand Legal Consulting, LLC at 23046 Avenida de la Carlota, Suite 600, Laguna Hills, CA 92653, or (949) 996-7717.

Very truly yours,

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
	ALM RESEARCH 2007 NLJ Billing Survey Fiscal Year - 2007 Billing Source-National Law Journal 12/11/2007 Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
1											
2	2007 NLJ Billing Survey										
3	Fiscal Year - 2007										
4	Billing Source-National Law Journal 12/11/2007										
5	Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
6											
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

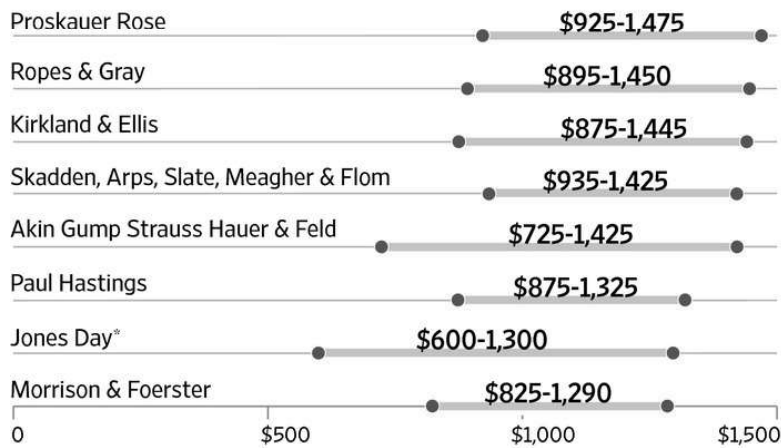
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
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"

BAPKO Metal Inc. adv. Garnica-Vega, Alejandro

Alejandro Garnica-Vega • (760) 936-5317 • alexpiolo83@yahoo.com

Historic Cost

\$17,953.53

Postage Cost

Created: 8/26/2026 at 10:48 AM

Trialworks TaskCode

Postage Cost

Date Incurred

8/26/2026

Payee

VineSign

Notes

PAGA Agreement
PAGA Agreement

\$5.80

10+



Postage Cost

Created: 8/4/2026 at 10:19 AM

Trialworks TaskCode

Postage Cost

Date Incurred

8/4/2026

Payee

VineSign

Description

MOU; W-9

\$5.80

Filing Fee

Created: 6/8/2026 at 10:05 AM

Trialworks TaskCode

Filing Fees

Date Incurred

6/2/2026

Payee

One legal

Description

OLINV#08445793-Bapko paid 6.2.2026

Notes

Joint Statement Courtesy Fees
Joint Statement Courtesy Fees

Docs

 OLINV#08445793-Bapko paid 6.2.2026.pdf ▾

\$67.28

Filing Fee

Created: 6/2/2026 at 1:31 PM

Trialworks TaskCode

Filing Fees

Date Incurred

6/1/2026

Description

OLINV#08439883-Bapko paid 6.1.2026

Notes

Joint Statement fees
Joint Statement fees

Docs

 OLINV#08439883-Bapko paid 6.1.2026.pdf ▾

\$25.05

Filing Fee

Created: 2/6/2026 at 9:11 AM

\$67.28

Trialworks TaskCode

Filing Fees

Date Incurred

2/4/2026

Payee

OneLegal

Description

OLINV#08008345-Bapko paid 2.4.2026

Notes

CM110 filing fees
CM110 filing fees

Docs

 OLINV#08008345-Bapko paid 2.4.2026.pdf

▼

10+

Filing Fee

Created: 2/4/2026 at 9:35 AM

\$25.05

Trialworks TaskCode

Filing Fees

Date Incurred

2/2/2026

Payee

OneLegal

Description

OLINV#08000670-Bapko paid 2.2.2026

Notes

CM110 filing fees
CM110 filing fees

Docs

 OLINV#08000670-Bapko paid 2.2.2026.pdf

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Consultant Cost

Created: 3/9/2026 at 9:02 AM

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Trialworks TaskCode

Consultant Cost

Date Incurred

1/22/2026

Payee

EBK paid via QuickBooks

Description

BCGINV#17267 - BM - paid 3.6.26

Notes

Berger Consulting Group invoice
Berger Consulting Group invoice

Docs

 Payment confirmation re Berger Invoices - Bapko and Hernandez...

▼

 Confirmation BCGINV#17267 - BM - paid 3.6.26.pdf

▼

 BCGINV#17267 - BM - paid 3.6.26.pdf

▼

Mediation Cost

Created: 12/3/2025 at 5:02 PM

\$7,500.00

Trialworks TaskCode

Mediation Cost

Date Incurred

11/26/2025

Payee

Judicate West

Description

JWINV#666141 - Bapko paid 12.3.25

Notes

Mediation with Daniel Turner, Esq.
Mediation with Daniel Turner, Esq.

Docs

 JWINV#666141 - Bapko paid 12.3.25.pdf

▼

 Payment Confirmation re JWINV#666141 - Bapko paid 12.3.25.pdf

▼

https://kingsleykingsley.filevineapp.com/#!/project/12187288/custom/expenses19896?page=1

2/8

Filing Fee

Created: 8/29/2025 at 9:26 AM

Trialworks TaskCode

filing fee

Date Incurred

7/31/2025

Payee

One Legal

Description

OLINV#07374642 - MKB paid 7.31.25

Notes

CMS courtesy copy fees
CMS courtesy copy fees

Docs

PDF

OLINV#07374642 - MKB paid 7.31.25.pdf

\$61.94

10+

Filing Fee

Created: 8/29/2025 at 9:25 AM

Trialworks TaskCode

filing fee

Date Incurred

7/31/2025

Payee

One Legal

Description

OLINV#07372286 - MKB paid 7.31.25

Notes

CMS filing fees
CMS filing fees

Docs

PDF

OLINV#07372286 - Bapko paid 7.31.25.pdf

\$23.95

Filing Fee

Created: 5/16/2025 at 2:48 PM

Trialworks TaskCode

filing fee

Date Incurred

5/16/2025

Payee

One Legal

Description

OLINV#07120146 BMI 5.16.25

Notes

Amended complaint filing fees
Amended complaint filing fees

Docs

PDF

OLINV#07120146 BMI 5.16.25.pdf

\$23.94

Filing Fee

Created: 5/16/2025 at 2:45 PM

Trialworks TaskCode

filing fee

Date Incurred

5/15/2025

Payee

One Legal

Description

OLINV#07119202 BMI 5.15.25

Notes

Amended Complaint courtesy copy fees
Amended Complaint courtesy copy fees

Docs

PDF

OLINV#07119202 BMI 5.15.25.pdf

\$61.94

Filing Fee

Created: 5/15/2025 at 10:43 AM

\$46.67

Trialworks TaskCode filing fee Date Incurred 5/14/2025 Payee One Legal	Description OLINV#07113555 BMI 5.14.25 Notes Stip and order filing fees Stip and order filing fees Docs  OLINV#07113555 BMI 5.14.25.pdf ▼
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Filing Fee

Created: 5/9/2025 at 11:11 AM

\$61.95

Trialworks TaskCode

filing fee

Date Incurred

5/8/2025

Payee

One Legal

Description

OLINV#07093734 BMI 5.8.25

Notes

Amended Complaint courtesy copy fees
Amended Complaint courtesy copy fees

Docs

PDF

OLINV#07093734 BMI 5.8.25.pdf

▼

Filing Fee

Created: 5/9/2025 at 11:05 AM

Trialworks TaskCode

filing fee

Date Incurred

5/8/2025

Payee

One Legal

Description

OLINV#07093043 BMI 5.8.25

Notes

Amended Complaint filing fees
Amended Complaint filing fees

Docs

 OLINV#07093043 BMI 5.8.25.pdf

▼

\$23.95

Filing Fee Created: 5/6/2025 at 12:20 PM		\$61.95
Trialworks TaskCode filing fee	Date Incurred 5/6/2025	

Payee One Legal Description OLINV#07079690 BMI 5.6.25	Notes Ntc of reassignment courtesy copy fees Ntc of reassignment courtesy copy fees Docs  OLINV#07079690 BMI 5.6.25.pdf ▼
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Trialworks TaskCode filing fee Date Incurred 4/11/2025	Payee One Legal Description OLINV#06998866 BMI 4.11.25	

Notes Notice courtesy copy fees Notice courtesy copy fees	Docs PDF OLINV#06998866 BMI 4.11.25.pdf
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Trialworks TaskCode filing fee Date Incurred 4/10/2025 Payee One Legal	Description OLINV#06996680 BMI 4.10.25 Notes Notice courtesy copy fees Notice courtesy copy fees Docs PDF OLINV#06996680 BMI 4.10.25.pdf	10+

Filing Fee Created: 3/31/2025 at 9:37 AM		\$61.95
Trialworks TaskCode filing fee Date Incurred 3/27/2025 Payee One Legal	Description OLINV#06949024 BMI 3.27.25 Notes N&A courtesy copy fees N&A courtesy copy fees Docs PDF OLINV#06949024 BMI 3.27.25.pdf	

Filing Fee Created: 3/27/2025 at 8:53 AM		\$23.95
Trialworks TaskCode filing fee Date Incurred 3/26/2025 Payee One Legal	Description OLINV#06944618 BMI 3.26.25 Notes N&A of Receipt filing fees N&A of Receipt filing fees Docs PDF OLINV#06944618 BMI 3.26.25.pdf	

Filing Fee Created: 3/5/2025 at 9:55 AM		\$1,502.49
Trialworks TaskCode filing fee Date Incurred 3/4/2025 Payee One Legal	Description OLINV#06864712 BMI 3.4.25 Notes Complaint and supp docs filing fees Complaint and supp docs filing fees Docs PDF OLINV#06864712 BMI 3.4.25.pdf	

Photocopying Cost

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Trialworks TaskCode

copies

Date Incurred

3/3/2025

Payee

Paper Cut

Notes

Copy of PAGA letter to mail to Def

Copy of PAGA letter to mail to Def

10+

Postage Cost

Created: 3/3/2025 at 4:04 PM

Trialworks TaskCode

Postage Cost

Date Incurred

3/3/2025

Notes

PAGA Letter to Def via certified mailing

PAGA Letter to Def via certified mailing

Filing Fee

Created: 3/3/2025 at 2:05 PM

Trialworks TaskCode

Filing Fee

Date Incurred

3/3/2025

Payee

State of California - Department of Industrial Relations

Notes

Submission fee for PAGA Notice letter to the LWDA

Submission fee for PAGA Notice letter to the LWDA

Docs

PDF

State of CA - DIR Customer Receipt Purchase Confirmation 3.3.2...

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\$0.30

Trialworks TaskCode

copies

Date Incurred

11/27/2024

Payee

Paper Cut

Notes

Copy of Initial rec rqst ltr to mail to Def via cert mailing

Copy of Initial rec rqst ltr to mail to Def via cert mailing

Postage Cost

Created: 12/4/2024 at 3:27 PM

Trialworks TaskCode

Postage Cost

Date Incurred

11/27/2024

Notes

Initial rec rqst ltr to Def via cert mailing

Initial rec rqst ltr to Def via cert mailing

Postage Cost

Created: 12/4/2024 at 3:27 PM

\$5.80

Trialworks TaskCode		Payee
Postage Cost		VineSign



EXHIBIT "6"

(Proof of Submission to the LWDA)

EXHIBIT "7"

(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 28, 2026, 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:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A Professional Law Corporation

Ronald W. Novotny

Rnovotny@aalrr.com

Steve Araiza

Steve.araiza@aalrr.com

12800 Center Court Drive South, Suite 300

Cerritos, California 90703-9364

[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.govfa.net/432>) 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 28, 2026, at Chino, California.



Leslie Sanchez