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Attorneys for Plaintiffs, the Proposed Class, and all
Aggrieved Employees

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

JUANITA VILLA, JESSICA LESHER;
SHERI AMIES as individuals, on behalf of
themselves, all others similarly situated and
on behalf of the State of California, as a
private attorney general,

PLAINTIFFS,

v.

DOLGEN CALIFORNIA, LLC; and DOES
1 thru 50, inclusive,

DEFENDANTS.

Case No. 22STCV34189

[Case Assigned for All Purposes to Hon. Elihu
M. Berle in Dept. 6]

**DECLARATION OF ERIC B. KINGSLEY
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: March 5, 2025

Time: 9:00 A.M.

Dept.: 6

Complaint Filed: October 24, 2022

Trial Date: None Set

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I, Eric B. Kingsley, 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 Plaintiffs Juanita Villa, Jessica Leshner, and Sheri Amies 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 Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement in the above-captioned case.

3. I graduated from the University of California, Santa Barbara, in 1993 with a degree in History. I graduated from Loyola Law School of Los Angeles in 1996. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

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

6

5. On October 24, 2022, Plaintiffs commenced a representative action by filing a Complaint alleging, among other things, violations of the California Labor Code Section 2802 (“Section 2802”) and asserting related claims under the Private Attorneys General Act, codified as Labor Code §§ 2698, et seq. (“PAGA”), against Defendant DOLGEN CALIFORNIA, LLC (“Defendant” or “Dollar General”), Los Angeles Superior Court, Case No. 22STCV34189. (Hereafter, the “Action”.) (Declaration of Eric B. Kingsley.

6. Plaintiffs in the Action requested permission to file a First Amended Complaint (“FAC”) to dismissing all Labor Code claims except the Section 2802 claims without prejudice and adding Section 2802 class allegations.

7. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs and others gave timely written notice to Dollar General and the Labor Workforce Development Agency (“LWDA”) by sending the PAGA Notices.

8. In particular, Dollar General received three PAGA notices related to alleged violations of Section 2802 (the PAGA Notices).

9. On July 6, 2020, two other employees, Brian Gile and Randolph Gallegos, filed a class and PAGA action against Defendant alleging a Section 2802 claim, among other claims.

10. That action is entitled, *Gile v. Dolgen California, LLC* (case number 5-20-cv-01863-MCS-SP) and it was pending in federal court.

11. That Action was settled in combination with and as part of the settlement in this case. The discovery conducted in that action was extensive.

THE DISCOVERY PROCESS

12. On February 16, 2023, the Parties participated in a mediation presided over by the Honorable Amy D. Hogue (Retired), which led to this Agreement to settle all individual, Class, and PAGA Section 2802 claims including, without limitation, those filed in the Action, which settlement also led to the conclusion of overlapping Labor Lode and PAGA claims asserted in all other earlier-filed PAGA claims on these same Section 2802 issues (including the PAGA Notices).

13. Prior to mediation, Plaintiffs and Plaintiffs' counsel obtained, through formal and informal discovery, information needed to inform settlement talks, including corporate representative depositions and voluminous data from Dollar General related to the settled claims.

14. Moreover, the parties engaged expert witnesses who evaluated the voluminous data to inform settlement discussions.

15. This case was heavily litigated in federal court. This litigation included the filing of a motion for class certification, depositions, voluminous document production, and extensive motion practice.

16. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and/or FAC, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

1 17. Based on their own independent investigation and evaluation, Class Counsel is of the
2 opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest
3 of the settlement Class Members and Aggrieved Employees in light of all known facts and
4 circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties
5 regarding a class and representative action trial on the merits, and numerous potential appellate
6 issues. Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to
7 avoid the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and
8 forever settle, compromise and discharge all disputes and claims arising from or relating to Section
9 2802 claims as asserted in the Action and the FAC on the terms set forth in the Agreement.

10 **PRELIMINARY APPROVAL**

11 18. On November 6, 2024, the Court issued an Amended Order preliminarily approving
12 the settlement in this case, approving the proposed Class Notice, ordering that the Administrator send
13 notice to the Class, and setting a date for the Final Approval and Fairness Hearing.

14 **THE SETTLEMENT**

15 19. For purposes of the Agreement, the settlement class is defined as all employees who
16 are or were Key Carriers for DOLLAR GENERAL in the state of California who worked as a Key
17 Carrier one or more pay periods during the Class Period (“Class”).

18 20. The Class Period is July 6, 2016 to November 6, 2024.

19 21. Based on documents and other information produced and reviewed by Defendant,
20 there are approximately 10,844 Class Members.

21 22. For purposes of the Agreement, the aggrieved employee are defined as any employee
22 who is or was a Key Carrier for Defendant in the state of California who worked one or more PAGA
23 Pay Periods. (“Aggrieved Employees”).

24 23. The PAGA Period is June 22, 2017 to November 6, 2024.

25 24. Based on documents and other information produced and reviewed by Defendant,
26 there are approximately 10,038 Aggrieved Employees.

27 25. As detailed fully in the Agreement, the Settlement provides for Defendant to create
28 a Gross Settlement Amount of \$1,190,000.00, which includes the sum of the Individual Class

1 Payments, Individual PAGA Payments, the Class Representative Service Payments, the Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA PAGA Payment,
3 and the Administration Expenses Payment.

4 26. The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel
5 Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments,
6 Individual PAGA Payments, LWDA PAGA Payment, and Administration Expenses Payment.

7 **THE CLASS NOTICE**

8 27. The Court approved the proposed Class Notice and directed the mailing of the Notice
9 by first-class mail to Class Members in accordance with the proposed implementation schedule.

10 **THE COURT SHOULD APPROVE FINAL APPROVAL OF THE SETTLEMENT**

11 28. As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive,
12 and arm's-length negotiations overseen by an experienced mediator. All settlement discussions were
13 made by experienced and informed counsel, who believe that this settlement represents a favorable
14 resolution for the Class Members

15 29. The settlement negotiations have been, at all times, adversarial and non-collusive,
16 with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken
17 place.

18 30. In addition, Defendant produced additional data and documents informally for
19 purposes of settlement. This included corporate representative depositions and voluminous data from
20 Dollar General related to the settled claims, the number of allegedly violating itemized wage
21 statements at issue, the class size, and all versions of itemized wage statements issued to the Class
22 Members.

23 31. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the
24 exposure and risks associated with each claim alleged in the lawsuit.

25 32. Third, Class Counsel have significant experience in cases of this type, including
26 several years prosecuting wage, hour, and working condition violations.

27 33. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the
28 best interests of the class and that the average recovery for each Class Member of over \$47.87 is

1 substantial, given the risks inherent in litigation and the defenses asserted.

2 **CLASS COUNSEL’S KULLAR ANALYSIS**

3 34. The proposed settlement satisfies each of these factors.

4 35. This discovery permitted Class Counsel to fairly evaluate the strength of the case and
5 the risks associated with ongoing litigation.

6 36. Class Counsel is experienced in handling wage and hour class actions and, after
7 weighing all of the following factors, supports this Agreement.

8 **The Risks Associated with the Reimbursement Claim**

9 37. Plaintiffs maintain that Defendant’s policies required that Plaintiffs and Class
10 Members to use their personal cell phones in performing their job duties and to perform regular bank
11 drops, or be subject to disciplinary action including termination.

12 38. Plaintiffs contend that they and the Proposed Class Members were required to take
13 their own personal vehicles for bank drops as Defendant did not provide a company vehicle for them
14 to use.

15 39. As such, Plaintiffs assert that Defendant is required to reimburse Plaintiffs and the
16 Class for all out-of-pocket expenses incurred by them in the performance of their job duties,
17 including but not limited to for cell phone usage and mileage for bank drops.

18 40. Defendant argued that it maintained a valid reimbursement policy, that the evidence
19 shows Class Members used this policy, and that Plaintiffs and the Class Members’ failure to utilize
20 the reimbursement procedures resulted in no liability for Defendant.

21 **The Risks Associated with the PAGA Claim**

22 41. The Parties discounted the PAGA claim for multiple reasons. First, the Aggrieved
23 Employees’ PAGA claims are derivative of all the foregoing class claims. Second, a court has
24 discretion to award less than the maximum penalty. Finally, the settlement Class is compensated for
25 these violations in the proposed Agreement, and thus any PAGA recovery for these same violations
26 would be duplicative.

27 42. As such, the Agreement’s contemplated PAGA payment of \$50,000.00 is
28 appropriate.

1 **The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

2 43. There is significant expense associated with the class certification process, which the
3 Parties can avoid by entering into the contemplated Agreement now.

4 44. If the Court did eventually certify a class, trial of a case involving approximately
5 10,844 Class Members would require the retention of expensive expert witnesses, the accrual of
6 extensive litigation costs, and a significant time overlay by the parties.

7 45. Moreover, given the complexity and unsettled nature of the issues in this case it is
8 likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would
9 result in further delay for the Class Members who are waiting for a resolution in this matter.

10 **The Risk of Maintaining Class Action through Trial**

11 46. This case has not yet been certified. While Plaintiffs maintain that there is strong
12 evidence to support certification of severable subclasses, certification is always hard fought and
13 subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. There
14 is also a risk for both sides as to what these depositions will reveal.

15 47. This Settlement is the result of adversarial, non-collusive, and arms-length
16 negotiations.

17 48. This discovery permitted Class Counsel to fairly evaluate the strength of the case and
18 the risks associated with ongoing litigation.

19 49. Class Counsel is experienced in handling wage and hour class actions and, after
20 weighing all of the following factors, supports this Agreement.

21 **The Amount Offered in Settlement**

22 50. This Settlement is the result of adversarial, non-collusive, and arms-length
23 negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation
24 of the law, risks, and all information substantiating the amount of penalties reasonably likely to be
25 awarded to the class were the trier of fact to find Defendant liable, extensive negotiations, and the
26 assistance of an experienced mediator, Honorable Amy D. Hogue (Ret.).

27 51. There are 655,978 work weeks and approximately 151,379.53 work months.

28 52. This brought the damages for this claim to approximately \$2,270,693.08.

53. Finally, Plaintiffs calculated the value of the PAGA claim at approximately \$2,068,369.62 for aggrieved employees (using \$100 per month).

54. The Aggrieved Employees were paid weekly, but reimbursements were done monthly or quarterly, and the approximate number of months in the 597,529 pay periods is 137,891.31.

55. As such, each pay period does not contain a violation.

56. The main risk taken into account with PAGA is the discretionary nature of the penalty award.

57. A judge can award the statutory maximum of \$100 for the initial violation and \$200 thereafter or – in theory – one cent per wage statement.

58. While there is a dearth of available authority, in Plaintiffs' view, were she to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties of top of any damages recovered.

59. While there is a dearth of available authority, in Plaintiffs' view, were she to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties of top of any damages recovered.

60. As outlined above, Class Counsel conducted a thorough investigation into the facts of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and possessed sufficient information to make an informed judgement regarding the likelihood of success on the merits and the results that could be obtained through further litigation

ATTORNEY COMPETENCE

61. Kingsley Szamet Employment Lawyers is experienced in prosecuting employment litigation, and since 2000 we have focused our practice on wage, hour, and working condition violations. My firm is well versed in class action litigation and has diligently and aggressively pursued this action. Kingsley Szamet Employment Lawyers currently serves as PAGA Counsel for several dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a small, but representative 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

1 of 33.33%.

- 2 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
3 00705 AWIJLT). This certified class action was approved for final settlement by
4 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
5 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- 6 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda
7 Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of
8 Settlement in the gross amount of \$995,000.00, and the court granted attorney's
9 fees request of 33.33%.
- 10 k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March
11 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
12 Maguire, awarded Kingsley Szamet Employment Lawyers and co-counsel
13 \$996,232.72 in attorney's fees.
- 14 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.)
15 In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in
16 the gross amount of \$2,000,000.00, and the court granted attorney's fees request
17 of 33.33%.
- 18 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter
19 was proposed for final settlement by the Honorable Richard L. Fruin on February
20 19, 2016, in the gross amount of \$5,250,000.
- 21 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).
22 The matter was approved for final settlement by the Honorable Lee Smally
23 Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees
24 request of 38%.
- 25 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
26 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
27 matter was approved for final settlement by the Honorable Anthony W. Ishii in
28 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%.

62. Kingsley Szamet 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 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 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 63. 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 64. After factoring in the risks explained above, I believe that the proposed settlement is
6 fair and reasonable.

7 65. There is no governmental participant in this action.

8 66. This allocation distributes settlement funds proportionally to each Participating Class
9 Member's damages, and should therefore be approved as fair, adequate, and reasonable.

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

11 67. As detailed fully in the Agreement and set forth above, the Agreement provides for
12 Defendant to create a Gross Settlement Amount of \$1,190,000.00. From that fund, Plaintiff requests
13 an award of attorneys' fees in the amount of \$396,666.66, or 1/3 of the Gross Settlement Amount
14 created on behalf of members of the Class.

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

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

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

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

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

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

26 73. In addition to appealing class certification denials, Kingsley Szamet Employment
27 Lawyers has been involved in numerous lengthy and protracted appeals process before the
28 California Court of Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme

1 Court. Our firm specifically has taken and lost some issues on appeal that required the write-off
2 of significant legal fees. Also, our firm has been successful on appeal and overturned unfavorable
3 lower court rulings or successfully fought to have successful rulings affirmed. Below is just a
4 sample of some of these appeals:

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

- 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.

74. 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.

75. While 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.

CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

76. Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel's aggregate lodestar amounts to \$463,925.00 (without future hours), which represents 627.75 hours of attorney work on this litigation incurred from its inception through the filing of

1 Plaintiff's Motion for Final Approval.

2 77. As such, Class Counsel is not asking for a multiplier.

3 78. The amount of time spent on this case (over [Company] hours), which culminated in
4 a very favorable proposed Settlement for the Class Members, is reasonable given the complexity and
5 novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the
6 exceptional results obtained.

7 79. Class Counsel litigated this action with great efficiency in light of the amount of work
8 required to achieve the Settlement.

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

10 81. Class Counsel's hourly rates are fully supported by their experience and reputation
11 in handling complex employment litigation, including wage and hour class actions.

12 82. I am a 28-year attorney with expertise in wage and hour class action lawsuits.

13 83. I have litigated several hundred such cases, including at the appellate level at the U.S.
14 Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal.

15 84. I am also a prolific speaker at various seminars on employment law and has
16 contributed to legal publications on employment topics.

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

21 86. My office billed for the following five attorneys for work performed on this case:
22 Liane Katzenstein Ly, Ari J. Stiller, Jessica Adlouni, Jessica Bulaon, and me.

23 87. Liane Katzenstein Ly, was a former partner of Kingsley Szamet Employment
24 Lawyers. She is an honors graduate of Florida State University, and received her JD from University
25 of California Davis School of Law in 2008, where she was an editor of the Environmental Law
26 Journal and a board member of the King Hall Negotiations Team. She left the firm in 2024 and was
27 billed at a rate of \$800 per hour.

28 88. Ari J. Stiller, a former senior associate at Kingsley Szamet, has a billing rate of \$725

1 per hour. Mr. Stiller is a 7-year attorney whose practice focuses on employment litigation, including
2 wage and hour class actions, discrimination, harassment, and wrongful termination claims. Mr.
3 Stiller graduated Phi Beta Kappa with a B.A. from Colorado College in 2006 and received his J.D.
4 from University of Colorado School of Law in 2013, where he was an associate editor of the law
5 review and president of his class. Mr. Stiller formerly practiced on the motions and appeals team at
6 a prominent Los Angeles law firm and served as a judicial fellow to Judge Paul Watford in the U.S.
7 Court of Appeals for the Ninth Circuit.

8 89. Jessica Adlouni is an Associate Attorney at Kingsley Szamet. She is billed at \$500
9 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from UCLA
10 School of Law in May 2019.

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

18 91. The qualifications of Co-Counsel Mike Arias of Arias Sanguinetti Wang & Torrijos
19 LLP are discussed in the concurrently filed Declaration of Mike Arias.

20 92. Kingsley Szamet Employment Lawyers and Arias Sanguinetti Wang & Torrijos LLP
21 have entered into a written fee sharing agreement that was also signed by the named Plaintiffs.

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

Exhibit 3.

94. Class Counsel's charged rates are commensurate with the prevailing market rates in Los Angeles County for attorneys of comparable experience and skill handling complex litigation.

95. Furthermore, Class 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.

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

97. Finally, PAGA Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 16 years of experience, such Ms. Ly, is \$878, a reasonable rate for an attorney with 11 years of experience, such as Mr. Stiller, is \$878, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Adlouni, is \$538, and a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

98. Kingsley Szamet Employment Lawyers's attorneys' fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	45.3	\$1,100.00	\$49,830.00
Liane Katzenstein Ly	30.70	\$800.00	\$24,560.00
Ari J. Stiller	181.5	\$725.00	\$131,587.50
Jessica Adlouni	14.6	\$500.00	\$7,300.00
Jessica Bulaon	232.95	\$450.00	\$104,827.50
KINGSLEY TOTAL ATTORNEYS' FEES	505.05		\$318,105.00¹

¹ The Total Attorneys' Fees does not include PAGA Counsel anticipated 10-15 hours of future time to handle the final approval hearing in March and to oversee the administration process.

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Craig Momita	97.5	\$1,100.00	\$107,250.00
Mike Arias	21.7	\$1,600.00	\$34,720.00
M. Anthony Jenkins	3.5	\$1,100.00	\$3,850.00
ARIAS SANGUINETTI WANG & TORRIJOS LLP TOTAL ATTORNEYS' FEES	122.7		\$145,820.00

99. The aggregate lodestar is set forth below:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
KINGSLEY SZAMET EMPLOYMENT LAWYERS	505.05		\$318,105.50
ARIAS SANGUINETTI WANG & TORRIJOS LLP	122.7		\$145,820.00
TOTAL ATTORNEYS' FEES	627.75		\$463,925.00

100. In conjunction with Arias Sanguinetti Wang & Torrijos LLP, 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, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Plaintiffs;
- h. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various

documents related to Final approval, etc.);

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

k. interviewing and obtaining declarations from Class Members;

l. preparing for and attending mediation;

m. discussing issues related to damage model calculations;

n. preparing and analyzing damage models;

o. negotiating the terms of the settlement;

p. reviewing and making changes to the Agreement;

q. drafting and editing all documents for Preliminary and Final Approval;

r. monitoring Notice and settlement administration procedures;

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

101. Here, Class Counsel is not requesting a multiplier.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

102. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$105,000.00.

103. To date, Kingsley Szamet Employment Lawyers and Arias Sanguinetti Wang and Torrijos, LLP have incurred \$52,469.59 in costs.

104. Class Counsel anticipates incurring an additional \$600.00 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Agreement, Class Counsel shall not seek an amount in excess of \$105,000.00 for litigation costs. Any portion of the \$105,000.00 litigation costs amount that is not used in the course of these proceedings will revert to the Net Settlement Amount.

105. As such, Class Counsel is requesting a cost reimbursement of \$105,000.00.

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

107. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class Counsel.

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

108. Plaintiffs' Counsel request an enhancement of \$15,000.00, or \$5,000.00 each, to the Class Representatives Juanita Villa, Jessica Leshner, and Sheri Amies for their work on behalf of the Class.

109. As set forth in detail in Plaintiffs' Motion for Final Approval of Class Settlement and Juanita Villa's, Jessica Leshner's, and Sheri Amies's declarations, Plaintiffs Juanita Villa, Jessica Leshner, and Sheri Amies invested significant time and effort in this case.

110. Here, Class Counsel requests an enhancement for Plaintiffs' valiant effort and time expended in this matter. The time spent by Plaintiffs is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work for Defendant; compiling relevant documents; working closely with Counsel to develop the theories of liability and marshal relevant evidence; regularly discussing the status of the case with Class Counsel; and responding promptly to Class Counsel's communications regarding settlement.

111. As set forth in the Agreement, Plaintiffs will also be entering into a general release of liability pursuant to Civil Code Section 1542.

112. The enhancement takes into consideration the time, effort, and expense incurred by Plaintiffs in coming forward to litigate this matter on behalf of all Class Members.

113. Plaintiffs Juanita Villa, Jessica Leshner, and Sheri Amies were also at risk of for paying Defendant's legal fees and costs in the event that Defendant prevailed at trial.

114. The Class has benefited from Plaintiffs Juanita Villa's, Jessica Leshner's, and Sheri Amies's actions in stepping forward on their behalf to bring this lawsuit.

115. Further, the Class Notice disclosed the enhancement award.

116. As of today, no Class Member has objected to the proposed enhancement.

117. Under the circumstances, a representative payment of \$15,000.00, or \$5,000.00 each,

1 is justified and the Court should award this payment to Juanita Villa, Jessica Leshner, and Sheri Amies
2 and from the Gross Settlement Amount as provided in the Agreement.

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

4 **AGENCY**

5 118. As indicated on the Proof of Service, Plaintiffs' Motion for Approval of Attorneys'
6 Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
7 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission of
8 Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming receipt
9 is attached to the Declaration of Eric B. Kingsley as Exhibit "6".

10 **EXHIBITS**

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

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

15 121. 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*.

17 122. Attached hereto as Exhibit "4" is a true and correct copy of the 2023-2024 Adjusted
18 Laffey Matrix.

19 123. 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.

21 124. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission
22 to the LWDA as referenced in paragraph 118 above.

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

25 This declaration was executed this 6th day of January, 2025, in Encino, California.

26
27 _____
Eric B. Kingsley

EXHIBIT "1"

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Juanita Villa, Jessica Leshner, and Sheri Amies (collectively, the “Plaintiffs”) and defendant Dolgen California, LLC (“DOLLAR GENERAL”). The Agreement refers to Plaintiffs and DOLLAR GENERAL collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging, among other claims, violations of the California Labor Code, Section 2802 (“Section 2802”), and asserting related Section 2802 PAGA claims against Dollar General captioned: *Juanita Villa, Jessica Leshner, and Sheri Amies, as individuals, on behalf of the State of California, as a private attorney general, (Plaintiffs) v. Dolgen California, LLC and DOES 1 thru 50, inclusive, (Defendants)*, Case No. 22STCV34189, initiated on October 24, 2022, and pending in Superior Court of the State of California, County of Los Angeles. As part of this Agreement, and pursuant to Section 3. herein, Plaintiffs will file a First Amended Complaint (FAC) to amend this Action to strike and dismiss all non-Section 2802 claims and add class allegations related to Section 2802 claims.
- 1.2 “Administrator” means Phoenix Claims Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement and who has agreed to be bound by an agreed protective order and/or confidentiality agreement prior to any receipt of Class Data (as defined herein).
- 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 Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means any employee who is or was a Key Carrier (as defined below) for Defendant in the state of California who worked as a Key Carrier one or more PAGA Pay Periods (as defined below).
- 1.5 “Class” means all employees who are or were Key Carriers for DOLLAR GENERAL in the state of California who worked as a Key Carrier one or more pay periods during the Class Period.
- 1.6 “Class Counsel” means Kingsley & Kingsley, A Professional Corporation, including but not limited to Eric B. Kingsley, Liane Katzenstein Ly, Ari Stiller, Jessica Bulaon; and Arias Sanguinetti Wang & Torrijos, LLP, including but not limited to Mike Arias and Craig Momita.
- 1.7 “Class Counsel Fees Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees, and “Class Counsel Litigation

Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of fees and/or other reasonable litigation expenses, respectively, incurred to prosecute the Action.

- 1.8 “Class Data” means Class Member identifying information in DOLLAR GENERAL’s possession including the Class Members’ and/or Aggrieved Employees’ names, last-known mailing addresses, Social Security numbers, and number of Class Period Workweeks and PAGA Pay Periods worked by the Class Members/Aggrieved Employees.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement. The Notice shall also be translated into Spanish by the Claims Administrator and mailed out with the English language version.
- 1.12 “Class Period” means the period from July 6, 2016 to the date the preliminary approval order is entered by the Court.
- 1.13 “Class Release” means the release of class claims by Participating Class Members as set forth in Section 6.2, herein.
- 1.14 “Class Representatives” means the Plaintiffs in the Action who, to date, have sought to pursue, among other claims in the Action, Section 2802 PAGA claims.
- 1.15 “Class Representative Service Payments” means the payments to Juanita Villa, Jessica Leshner, and Sheri Amies.
- 1.16 “Court” means the Superior Court of California, County of Los Angeles.
- 1.17 “DOLLAR GENERAL” means named Defendant Dolgen California, LLC.
- 1.18 “Defense Counsel” means McGuireWoods LLP.
- 1.19 “Effective Date” shall be either: (i) in the event that the Settlement has received Final Approval by the Court, and regardless of whether any timely objections thereto have been filed or withdrawn, then sixty-five (65) calendar days after the Court’s issuance of the Final Approval Order (as defined herein) without a timely

appeal being filed; or, (ii) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval Order without material modification, and the applicable date for seeking further appellate review has passed without further appellate review being sought.

- 1.20 "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.22 "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.23 "Gross Settlement Amount" means One Million One Hundred Ninety Thousand and no/XX Dollars (\$1,190,000.00), which is the total amount DOLLAR GENERAL agrees to pay under the Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.
- 1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.26 "Key Carriers" means all California employees employed in retail Dollar General stores who carried keys to their store or cash registers in their stores, and include employees in the following job positions: Store Manager, Assistant Store Manager, Store Manager – California, Store Training Manager – California, Store Assistant Manager – DG Market California, Store Manager Candidate, Store Training Manager, Store Manager Candidate – A, Store Perishable Manager – DGPP, Store Non Perishable Manager – DGPP, Store Manager Candidate – Market, Assistant Store Manager Perishables, Assistant Front End Lead Associate – DG Market, Rec/Pricing Lead Associate – DG Market, Front End Lead Associate – DG Market, Store Non Food Manager – DG Market, Store Shift Supervisor – DG Market, Store Food Manager – DG Market, Store Perishable Manager – DG Market, Store Assistant Manager – DG Market, Assistant Store Manager – DGPP, Store Training Manager DGPP CA, Store Manager – DGPP CA, Sales Associate Lead-FT and Sales Associate Lead PT.
- 1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties Payment, which is paid directly to the LWDA under Labor Code section 2699, subd. (i).
- 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount and is to be paid to Participating Class Members as Individual Class Payments as set forth herein.
- 1.30 “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion from the Class Settlement. Non-Participating Class Members may not opt-out of the PAGA portion of the settlement and will receive their portion, if any, of the PAGA Penalties Payment for the Released PAGA Claims and will be bound by the PAGA Release set forth in this Agreement.
- 1.31 “PAGA Pay Period” means any pay period during the PAGA Period (as defined below) in which an Aggrieved Employee performed work for DOLLAR GENERAL.
- 1.32 “PAGA Period” means from June 22, 2017 to the date the Preliminary Approval is entered by the Court.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).
- 1.34 “PAGA Notices” means Plaintiffs’ August 17, 2022, letter to DOLLAR GENERAL and the LWDA (LWDA Cause No. 902476-22) providing notice pursuant to Labor Code section 2699.3, subd.(a)., along with a PAGA letter dated June 22, 2018 (LWDA Cause No. 591887-18) and a PAGA letter dated July 14, 2020 (LWDA Cause No. 797015-20) providing additional notice of claims. In light of multiple and earlier PAGA Notices, DOLLAR GENERAL mediated, and the Parties have agreed to settle, all claims related to all PAGA Notices, and as a condition of settlement only, DOLLAR GENERAL specifically waives any defenses of the timeliness of the PAGA Notices. DOLLAR GENERAL also specifically waives any defense as to any failure to exhaust for earlier periods within the PAGA Pay Period that may be more than one year before the PAGA Notices as set forth herein.
- 1.35 “PAGA Penalties Payment” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of the Released PAGA claims (as defined herein).
- 1.36 “PAGA Release” means the release of claims of PAGA penalties by Aggrieved Employees as set forth in Section 6.3, herein.

- 1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Plaintiffs agree that they will not seek to exclude themselves from the Settlement.
- 1.38 “Plaintiffs” means the named plaintiffs in the Action, namely Juanita Villa, Jessica Leshner, and Sheri Amies.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Preliminary Approval Order” means the Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement to be presented to the Court by Plaintiffs as part of their motion for preliminary approval of the Settlement.
- 1.41 “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.43 “Released Parties” means: DOLLAR GENERAL and each of its former and present affiliates, parent companies, subsidiaries, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, benefit plans (including pension, profit sharing, retirement savings, health and welfare, and any other employee benefit plans of any nature) and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.
- 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. Any such written request does not affect the Class Member’s status, if any, as an Aggrieved Employee.
- 1.45 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may (a) mail Requests for Exclusion from the Class Settlement, or (b) mail his or her Objection to the Class Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline (“Extended Response Deadline”).

- 1.46 “Settlement” means the disposition of the Action as effected by this Agreement and the Judgment.
- 1.47 “Workweek” means any week during the Class Period in which a Class Member performed work for DOLLAR GENERAL.

2. RECITALS.

- 2.1 On October 24, 2022, Plaintiffs commenced the Action by filing a Complaint alleging, among other things, violations of the California Labor Code Section 2802 (“Section 2802”) and asserting related PAGA claims against DOLLAR GENERAL. The Complaint is currently the operative complaint in the Action (the “Operative Complaint”). However, as described above, Plaintiffs will seek to file a FAC. DOLLAR GENERAL denies the allegations in the Operative Complaint and any FAC, denies any failure to comply with the laws identified in in the Operative Complaint and/or any FAC, and denies any and all liability for the causes of action alleged in the Operative Complaint and/or any FAC.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs and others gave timely written notice to DOLLAR GENERAL and the LWDA by sending the PAGA Notices. In particular, Dollar General received three PAGA Notices related to alleged violations of Section 2802 (as set forth above). Moreover, DOLLAR GENERAL specifically waives, as a condition of settlement only, any defenses related to the timeliness of the PAGA Notices, and further specifically waives any defenses as to any failure to exhaust for earlier periods within the PAGA Pay Period that may be more than one year before the PAGA Notices as referenced herein.
- 2.3 On February 16, 2023, the Parties participated in an all-day mediation presided over by Honorable Amy D. Hogue (Retired), which led to this Agreement to settle all individual, Class, and PAGA Section 2802 claims including, without limitation, those filed in this Action, which settlement also led to the conclusion of overlapping Labor Lode and PAGA claims asserted in all other earlier-filed PAGA claims on these same Section 2802 issues (including the PAGA Notices).
- 2.4 Prior to mediation, Plaintiffs and Plaintiffs’ counsel obtained, through formal and informal discovery, information needed to inform settlement talks, including corporate representative depositions and voluminous data from Dollar General related to their claims. Moreover, the parties engaged expert witnesses who evaluated the voluminous data to inform settlement discussions. Thus, Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

3. AMENDMENT AND CLASS CERTIFICATION STIPULATION.

- 3.1 **FIRST AMENDED COMPLAINT.** For the purposes of this Agreement only, Plaintiffs and DOLLAR GENERAL stipulate and agree, subject to the Court’s entry of an order preliminarily approving this Settlement, that (1) the Parties will

jointly move for, or stipulate to, an order lifting the stay of proceedings in the Action (should the stay still be pending) for the limited purpose of seeking to file a First Amended Complaint (FAC) that strikes and dismisses all non-Section 2802 claims and adds class allegations related to Section 2802 claims; and (2) Plaintiffs will ask the court to accept a FAC in this form.

- 3.2 For purposes of this settlement only, DOLLAR GENERAL waives all defenses and challenges it may have to the Section 2802 Class claims, as well as the Section 2802 PAGA claims in the Action, and the PAGA Notices, including based on the statute of limitations and/or timely and proper exhaustion of administrative notice requirements. Should, for whatever reason, the settlement set forth in this Agreement not become final, the Parties shall be returned to their pre-Settlement positions.
- 3.3 STIPULATION REGARDING CLASS CERTIFICATION. The Parties stipulate and agree that the Class (as defined above and as to be reflected in the FAC), subject to approval of the Court, shall be certified for purposes of settlement only. Should, for whatever reason, the Settlement set forth in this Agreement not become final, the Parties' stipulation to such class certification as part of this Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification is appropriate in a non-settlement context. Should this Agreement not become final (or should it be found to be unenforceable or void), DOLLAR GENERAL expressly reserve its rights and declares it intends to oppose class certification should class action and/or representative claims be allowed to be pursued in the Action or any other action or proceeding.

4. MONETARY TERMS.

- 4.1 Gross Settlement Amount. DOLLAR GENERAL promises to pay One Million One Hundred Ninety Thousand and no/XX Dollars (\$1,190,000.00) and no more as the Gross Settlement Amount. DOLLAR GENERAL has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount as set forth herein without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of receiving their allotted payments. None of the Gross Settlement Amount will revert to DOLLAR GENERAL.
- 4.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 4.2.1. To Plaintiffs: Class Representative Service Payments to Class Representatives Juanita Villa, Jessica Leshner, and Sheri Amies, of not more than \$5,000.00 each may be sought from the Court (in addition to any Individual Class Payment and any Individual PAGA Payment the Class

Representatives are entitled to receive as Participating Class Members and/or Aggrieved Employees). DOLLAR GENERAL will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves any Class Representative Service Payments less than the amount requested, the remainder will become part of the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. The Class Representatives assume full responsibility and liability for employee taxes owed on any Class Representative Service Payments that they receive.

- 4.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%, which is currently estimated to be \$396,666.66, and a Class Counsel Litigation Expenses Payment of not more than \$105,000.00 may be sought by Class Counsel from the Court. DOLLAR GENERAL will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the remainder will become part of the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds DOLLAR GENERAL harmless, and indemnifies DOLLAR GENERAL, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$60,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$60,000.00, the remainder will become part of the Net Settlement Amount.
- 4.2.4. To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's total number of Workweeks during the Class Period.

4.2.4.1. Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of non-wage claims for reimbursement of business expenses (the "Non-Wage Payments"). The Non-Wage Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Amounts that were previously reserved for the Non-Participating Class Members' Individual Class Payments will become part of the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5. To the LWDA and Aggrieved Employees: A PAGA Penalties Payment in the amount of \$50,000.00 is to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments on a pro rata basis as set forth herein.

4.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties Payment (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's total number of PAGA Period Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4.2.5.2. If the Court approves a PAGA Penalties Payment of less than the amount requested, the remainder will become part of the Net Settlement Amount.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, DOLLAR GENERAL estimates there are 10,844 Class Members who collectively worked a total of approximately 655,978 Workweeks, and 10,038 Aggrieved Employees who worked a total of approximately 597,529 PAGA Pay Periods. However, the Agreement envisions that these numbers will increase slightly based upon the negotiated settlement period being extended through the

date of Preliminary Approval, and the same was considered in arriving at the Gross Settlement Amount.

- 5.2 Class Data. Not later than 20 business days after the Court grants Preliminary Approval of the Agreement, DOLLAR GENERAL will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence (and not share it with Class Counsel), use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. DOLLAR GENERAL has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator (but not to Class Counsel) as soon as reasonably feasible. Without any extension of the deadline by which DOLLAR GENERAL must send the Class 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 Class Data. Prior to being provided with the Class Data, the Administrator shall provide its written acknowledgement and agreement to comply with this Paragraph of the Settlement.
- 5.3 Funding of Gross Settlement Amount. DOLLAR GENERAL shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 5.4 Payments from the Gross Settlement Amount. Within 14 days after DOLLAR GENERAL funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment to the LWDA, the Administration Expenses Payment to the Administrator, the Class Counsel Fees Payment to Class Counsel, the Class Counsel Litigation Expenses Payment to Class Counsel, and the Class Representative Service Payments to the Class Representatives. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 5.4.1. The Administrator will issue checks for the Individual Class Payments to the Participating Class Members and Individual PAGA Payments to Aggrieved Employees and send them 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating

Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 5.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, if requested by the Participating Class Member prior to the void date.
- 5.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate DOLLAR GENERAL to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when DOLLAR GENERAL fully funds the Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Plaintiffs' Releases. Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred prior to the date of this Agreement, , including, but not limited to: (a) all Section 2802 Class claims, as well as Section 2802 PAGA claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action; (b) all Section 2802 Class claims, as well as Section 2802 PAGA claims, that were, or reasonably could have been, alleged based on facts contained in the Action, the PAGA Notices, or ascertained during the Action or settlement negotiations, and released under 6.2, below, and any and all other claims brought or that could have been brought in this Action ("Plaintiffs' Releases"). Plaintiffs' Releases do 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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, through and including the date of Final Approval of this Agreement 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 Parties.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action or legal theories pursuant to Section 2802 that were alleged in the operative Complaint based on the facts stated in the Action, the PAGA Notices, and/or ascertained in the course of the Action or settlement negotiations, including, any and all claims involving any alleged violation of Section 2802 and/or the failure to reimburse Participating Class Members for any business expenses incurred related to their employment with DOLLAR GENERAL during the Class Period and any claims derivative to such Section 2802 claims ("Class Release"). Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims not outlined above, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties related to any alleged violation of Section 2802 and/or the failure to reimburse Aggrieved Employees for any business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period, including those that were alleged in the operative Complaint based on the facts stated in the Action, and/or the PAGA Notices, the scope of the settlement, and/or facts ascertained in the course of the Action and settlement negotiations, including, any alleged failure to reimburse Aggrieved Employees for any cell phone usage, mileage, or other business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period ("PAGA Release").

7. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the following terms of this Settlement.

- 7.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the Motion for Preliminary Approval and memorandum in support that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of the Class and Representative Action Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching statements as to: its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; its competency; its operative procedures for protecting the security of Class Data; the 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to: its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (including notices of violations and tolling agreements (Labor Code section 2699.3, subd. (a)), Operative Complaint asserting the claims being settled pursuant to this Agreement, and which will be filed pursuant to this Settlement (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.
- 7.2 Responsibilities of Counsel. Defense Counsel shall expeditiously review and provide their feedback on the draft Motion for Preliminary Approval within ten (10) business days of receiving the same from Plaintiffs and shall cooperate with Class Counsel in seeking preliminary approval consistent with the terms of this Settlement. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court expresses any concern to granting Preliminary or Final Approval, the Parties will expeditiously work together in good faith to attempt to address the Court’s concerns as necessary to obtain Preliminary and Final Approval.

8. **SETTLEMENT ADMINISTRATION.**

- 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Claims Administration to serve as the Administrator and verified that, as a condition of appointment, Phoenix Claims Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administrator Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall obtain and use a newly acquired Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1. No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and/or Requests for Exclusion will be

extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the Extended Response Deadline with the re-mailed Class Notice.

- 8.4.5. If the Administrator, DOLLAR GENERAL, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after the mailing of Class Notice, or the deadline dates in the original Class Notice, which ever are later.

8.5 Requests for Exclusion from Class Settlement (Opt-Outs).

- 8.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send by mail to the Administrator a signed written Request for Exclusion not later than the Response Deadline, or where applicable to a Class Member, the Extended Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's name, address, social security number, email address, and telephone number. To be valid, a Request for Exclusion must be timely submitted in writing, signed, and postmarked by the Response Deadline, or where applicable to certain Class Members only, the Extended Response Deadline.
- 8.5.2. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 (Class Release) and 6.3 (PAGA Release) of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment nor have the right to object to the Class Settlement. Because

future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 (PAGA Release) of this Agreement and are eligible for and shall receive an Individual PAGA Payment.

- 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for only certain Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation submitted by a challenging Class Member, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination related to the challenges.
- 8.7 Objections to Settlement.
- 8.7.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or the Class Representative Service Payments.
- 8.7.2. Participating Class Members may send written objections related to the Class Settlement to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court on their behalf and at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or where applicable to only certain Class Members, the Extended Response Deadline. Participating Class Members have no right to object to the PAGA Settlement.
- 8.7.3. Non-Participating Class Members have no right to object to the Settlement.
- 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including: the date, time and location for the Final Approval Hearing; copies of the Settlement Agreement; Motion for Preliminary Approval; the Preliminary Approval; the Class Notice; the Motion for Final Approval; the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments; the Final Approval; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails. Not later than 90 days after the date that the Administrator must remit any unclaimed funds to the California Unclaimed Property Fund pursuant to the terms of this Agreement, the Administrator's internet website, email address, and toll-free number shall be taken down.
- 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. It shall also attach the Exclusion List and all written objections. The

Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.5. Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES.** Based on its records, DOLLAR GENERAL estimates that, as of the date of this Settlement Agreement, (1) there are/will be approximately 10,844 Class Members and approximately 655,978 Total Workweeks during the Class Period and (2) there are/will be approximately 10,038 Aggrieved Employees who worked approximately 597,529 Pay Periods during the PAGA Period.
10. **DOLLAR GENERAL'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, DOLLAR GENERAL may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if DOLLAR GENERAL withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, DOLLAR GENERAL will remain responsible for paying all Settlement Administration Expenses incurred to that point. DOLLAR GENERAL must notify Class Counsel and the Court of its election to withdraw not later than seven court days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement on a class and PAGA basis, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ten (10) Court days prior to filing the Motion for Final Approval for review and feedback. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2 Duty to Cooperate. If the Court expresses any concerns pertaining to the Settlement (including, but not limited to, the scope of release to be granted by Class Members

or Aggrieved Employee), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns as necessary to obtain Preliminary or Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement.

- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement (or any agreed modifications thereto), the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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/or appeals. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement, nor shall it amount to the rendering of a Judgment that is inconsistent with the terms and conditions of this Agreement. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector 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.
- 11.5 Material Modification and Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court requires a material modification of this Agreement (including, but not limited to, by changing the scope of release to be granted as to the Class Members or Aggrieved Employee or by increasing the Gross Settlement Amount), this Agreement shall be null and void in the absence of the Parties' express written agreement to any such modification via an addendum or amendment to this Agreement. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including but not limited to, the scope of release to be granted as to the Class Members or Aggrieved Employee or by increasing the Gross Settlement Amount), this Agreement shall be null and void. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment, however, shall not constitute a material modification of the Judgment, as long as

the Gross Settlement Amount remains unchanged. The Parties make no other stipulations or agreements as to appellate strategies or positions in advance of any appeal.

12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith in an effort to jointly submit a proposed amended judgment.

13. **ADDITIONAL PROVISIONS.**

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by DOLLAR GENERAL that any of the allegations in the Action have merit or that DOLLAR GENERAL has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that DOLLAR GENERAL's defenses in the Action have merit. The Parties agree that class certification and representative treatment in the Action is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, DOLLAR GENERAL reserves the right to contest certification of any class for any reasons, and DOLLAR GENERAL reserves all available defenses to the claims in the Action (including, without limitation, timeliness and failure to exhaust), and Plaintiff reserves the right to move for class certification on any grounds available and to contest DOLLAR GENERAL's defenses. The Settlement, this Agreement and Parties' willingness to enter into this Agreement 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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, DOLLAR GENERAL and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency or (6) the Administrator. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, DOLLAR GENERAL and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict

Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. However, Class Counsel agrees that no information about the Action or the settlement may be posted on any Class Counsel website(s), at any time, without DOLLAR GENERAL's prior written consent.

- 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4 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.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and DOLLAR GENERAL, 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.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, considering modification of the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, DOLLAR GENERAL 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.

- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement and remain in full force.
- 13.14 Use and Return of Class Data. Any information provided to the Administrator and/or Class Counsel pursuant to Cal. Evid. Code §1152, and any and all Class Data or copies and/or summaries of the Class Data provided to the Administrator by DOLLAR GENERAL in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, the Administrator shall destroy, all paper and electronic versions of Class Data received from DOLLAR GENERAL unless, prior to the Court's discharge of the Administrator's obligation, DOLLAR GENERAL makes a written request to the Administrator for the return, rather than the destructions, of Class Data. Class Counsel is not entitled to receive all or any of the Class Data that is shared with the Administrator for purposes of administering the Settlement, and shall seek and obtain DOLLAR GENERAL's permission related to any need to receive Class Data other than what Class Counsel is entitled to receive by way of this Agreement. Administrator cannot share Class Data received from DOLLAR GENERAL with Class Counsel directly other than as outlined by this Agreement.
- 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16 Calendar Days. Unless otherwise noted as "business" or Court days, 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 extended to the first business day thereafter.

13.17 No Waiver of Arbitration. It is agreed that this Settlement does not constitute or effectuate any waiver or limitation of the applicability of any arbitration agreement, or any argument against the enforcement of any arbitration agreement, entered into between Defendant and its current and former employees, including Plaintiffs, Class Members and the Aggrieved Employees.

13.18 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 hand delivery, addressed as follows:

To Plaintiff: Liane Katzenstein Ly
Kingsley & Kingsley
16133 Ventura Boulevard, Suite 1200
Encino, California 91436
liane@kingsleykingsley.com

To DOLLAR GENERAL
Melanie Cook
Dollar General Corporation
100 Mission Ridge
Goodlettsville TN 37073
mecook@dollargeneral.com

With copy to:
Joel S. Allen
Melissa M. Hensley
McGuireWoods LLP
2601 Olive Street, Suite 2100
Dallas, TX 75201
jallen@mcguirewoods.com
mhensley@mcguirewoods.com

13.19 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.

APPROVED AND ACCEPTED.



Juanita Villa

Jessica Leshner

Sheri Amies

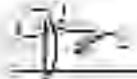
Rhonda Taylor, Executive Vice-President and General Counsel
Dolgen California, LLC

APPROVED AS TO FORM:

Liane Katzenstein Ly
Counsel for Plaintiffs

Sabrina Beldner
Counsel For Defendant Dolgen California, LLC,
doing business as DOLLAR GENERAL

Juanita Villa



Jessica Lesh

Sheri Amies

Rhonda Taylor, Executive Vice-President and General Counsel
Dolgen California, LLC

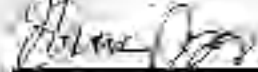
APPROVED AS TO FORM:

Liane Katzenstein Ly
Counsel for Plaintiffs

Sabrina Beldner
Counsel For Defendant Dolgen California, LLC,
doing business as DOLLAR GENERAL

Juanita Villa

Jessica Leshner



Sheri Amies

Rhonda Taylor, Executive Vice-President and General Counsel
Dolgen California, LLC

APPROVED AS TO FORM:

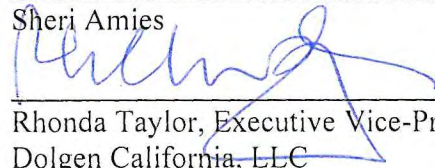
Liane Katzenstein Ly
Counsel for Plaintiffs

Sabrina Beldner
Counsel For Defendant Dolgen California, LLC,
doing business as DOLLAR GENERAL

Jessica Villa

Jessica Leshner

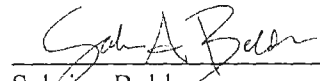
Sheri Amies



Rhonda Taylor, Executive Vice-President and General Counsel
Dolgen California, LLC

APPROVED AS TO FORM:

Liane Katzenstein Ly
Counsel for Plaintiffs



Sabrina Beldner
Counsel For Defendant Dolgen California, LLC,
doing business as DOLLAR GENERAL

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

JUANITA VILLA, JESSICA LESHER, and SHERI AMIES, individuals, on behalf of themselves, others similarly situated, and on behalf of the State of California, as a private attorney general, Plaintiffs, v. DOLGEN CALIFORNIA, LLC; and DOES 1 thru 50, inclusive, Defendants, Case No. 22STCV34189, initiated on October 24, 2022, and pending in Superior Court of the State of California, County of Los Angeles

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, nor solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit ("Lawsuit") against DOLGEN CALIFORNIA, LLC (referred to herein as "Defendant" or "DOLLAR GENERAL") for alleged violations of the California Labor Code, Section 2802 ("Section 2802"), and asserting related Section 2802 California Private Attorney General Act ("PAGA") claims against DOLLAR GENERAL. The Lawsuit was filed by former Dollar General employees, Juanita Villa, Jessica Leshner, and Sheri Amies (referred to herein as "Plaintiffs") and seeks payment of (1) all business related expenses including, but not limited to, those related to cell phone usage, mileage reimbursement, and other necessary expenses incurred in the course and scope of employment (referred to herein as "Business Expenses") by all employees who are or were Key Carriers (as defined below) for Defendant in the state of California and who worked one or more pay periods as a Key Carrier during the Class Period (namely from July 6, 2016 to November 7, 2024, the date the preliminary approval order was entered by the Court) (such Key Carriers being referred to herein as the "Class" or "Class Members"); and (2) penalties under PAGA related to any employee who is or was a Key Carrier for Defendant in the state of California and who worked one or more PAGA Pay Periods as a Key Carrier during the PAGA Period (namely from June 22, 2017 to November 7, 2024, the date of preliminary approval was entered by the Court) (such Key Carriers being referred to herein as the "Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be slightly different and will depend on a number of factors, including the number of Participating Class Members (as defined by the Settlement Agreement). However, your payments are not anticipated to be less than the above amount(s), and may be more. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked _____ workweeks during the Class Period and you worked ___ workweeks during the PAGA Pay Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the Response Deadline. *See* Section IV., Paragraph 3 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant in exchange for such payments.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period Business Expense reimbursement claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period Business Expense reimbursement claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert Class Period Business Expense reimbursement claims against Defendant that are covered by this Settlement. <i>See infra</i> , Section III., Paragraph 9 of this Notice (Participating Class Members' Release) & Section III., Paragraph 10 of this Notice (Aggrieved Employees' PAGA Release).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is February 5, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section III., Paragraph 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. <i>See infra</i>, Section III., Paragraph 10 of this Notice (Aggrieved Employees' PAGA Release).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by February 5, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement (but not the PAGA Settlement). The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Plaintiffs who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or the Plaintiffs, but money paid to Class Counsel and the Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or the Plaintiffs if you think they are unreasonable. <i>See supra</i>, Section VII. of this Notice.
You Can Participate in the Final Approval Hearing on March 5, 2025	The Court's Final Approval Hearing is scheduled to take place on March 5, 2025. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing, but not the PAGA Settlement. <i>See infra</i>, Section VII. of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by February 5, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by February 5, 2025. <i>See supra</i>, Section IV., Paragraph 3 of this Notice.

I. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs are former Dollar General employees. The Action accuses Defendant of violations of Section 2802 and/or the failure to reimburse Class Members for Business Expenses incurred related to their employment with Dollar General during the Class Period. Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under the California Private

Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs and Participating Class Members are represented by the following attorneys in the Lawsuit: Kingsley & Kingsley, APC and Arias Sanguinetti Wang & Torrijos LLP (“Class Counsel”).

Defendant strongly denies violating any laws or failing to properly reimburse employees for Business Expenses and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE LAWSUIT HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Lawsuit by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Participating Class Members and the Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$1,190,000.00 (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by a third-party Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expense Payment to the Administrator, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will tender the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will become final 65 days after the date the Court enters Judgment, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$396,666.66 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$105,000.00 for their Litigation Expenses. To date, Class Counsel have worked and incurred expenses without payment.
- B. Up to \$5,000.00 to each of the Plaintiffs Juanita Villa, Jessica Leshner, and Sheri Amies as Class Representative Awards for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- C. Up to \$60,000 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their number of Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to interest and penalties ("Non-Wage Allocations"). The Individual PAGA Payments are counted as penalties, rather than wages, for tax purposes. The Administrator will report the Individual PAGA Payments and any Non-Wage Allocations of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than February 5, 2025, that you wish to opt-out. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue Section 2802 claims against Defendant. Instructions for opting out of the Class Settlement are set forth below in Section VI. of this Notice.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Lawsuit.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court appointed a neutral third-party company, Phoenix Claims Administration (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX. of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for unreimbursed Business Expenses based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Lawsuit and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief (i) all Section 2802 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, the PAGA Notices, and/or ascertained in the course of the

Action or settlement negotiations, including, any and all claims involving any alleged violation of Section 2802 and/or the failure to reimburse Participating Class Members for any business expenses incurred related to their employment with DOLLAR GENERAL during the Class Period and any claims derivative to such Section 2802 claims (“Class Release”). Except as set forth in Section 6.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Judgment is final, and Defendant has paid the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant related to alleged violations of Section 2802, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities related to alleged violations of Section 2802, based on the PAGA Period, and based on the PAGA Period facts alleged in the Lawsuit and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties related to any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice as ascertained in the course of the Action including any alleged violation of Section 2802 and/or the failure to reimburse Participating Class Members for any business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period, including those that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, and/or the PAGA Notices, the scope of the settlement, and/or facts ascertained in the course of the Action and settlement negotiations, including, any alleged failure to reimburse Aggrieved Employees for any cell phone usage, mileage, or other business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period (“PAGA Release”).

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT(S)?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until February 5, 2025 to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX. Of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision(s).

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opted out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If your address has changed, be sure to notify the Administrator as soon as possible. Section IX. of this Notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send by mail to the Administrator a written Request for Exclusion not later than the Response Deadline of February 5, 2025, or where applicable to a Class Member, the Extended Response Deadline. A

Request for Exclusion is a written letter signed by a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the reference to this Lawsuit and the Class Member's name, address, social security number, email address, and telephone number. Be sure to identify the Lawsuit as Juanita Villa, Jessica Leshner, and Sheri Amies v. DOLGEN CALIFORNIA, LLC. Section IX. of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least thirty-nine days before the March 5, 2025 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and Litigation Expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section IX. of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is February 5, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Lawsuit as Juanita Villa, Jessica Leshner, and Sheri Amies v. DOLGEN CALIFORNIA, LLC and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. Section IX. of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his or her own cost) by attending the Final Approval Hearing. Objecting Participating Class Members (or their attorneys) should be ready to tell the Court what they object to, why they object, and any facts that support their objections. *See* Section VIII. of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 5, 2025 at 9:00 a.m. in **Department 6 of the Los Angeles Superior Court, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California 90012.** At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much will be paid to Class Counsel, Plaintiffs, and the

Administrator from the Gross Settlement Amount. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Section IX. of this Notice (immediately below) has Class Counsel's contact information.

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/casesummary/ui/>) and entering the Case Number for the Lawsuit, Case No. 22STCV34189.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

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X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your

check is already void, you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

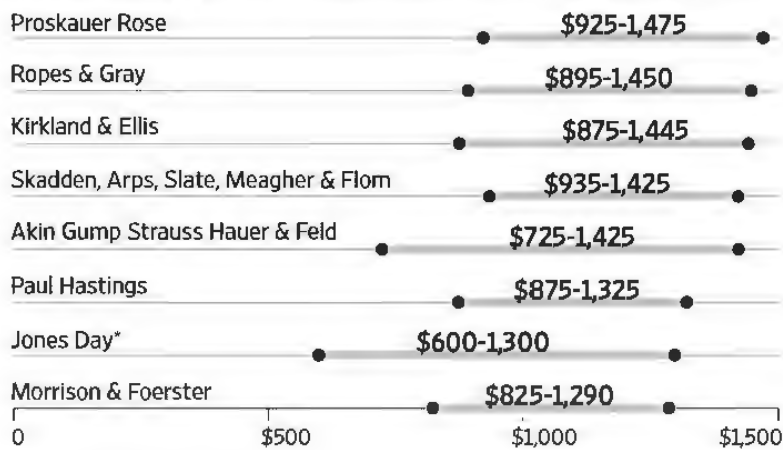
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History

Case Law

See the Matrix

Comments

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT "5"

Printed from

Dolgen California, LLC (Dollar General II) adv. Villa, Juana
Juanita Villa • 559-837-4072 • Juanitav5598@gmail.com

Historic Cost

			\$6,986.19
Court Cost			\$5.80
Created: 11/11/2024 at 3:08 PM			
Trialworks TaskCode costs Date Incurred 11/11/2024	Payee LASC-online Description Receipt - Shopping Cart - amended PAO - Villa v DG	Docs  Receipt - Shopping Cart - amended PAO - Villa v DG(1).pdf	
Filing Fee			\$51.63
Created: 11/11/2024 at 9:52 AM			
Trialworks TaskCode costs Date Incurred 11/7/2024	Payee One Legal Description OLINV#06539513 DG II 11.7.24	Docs  OLINV#06539513 DG II 11.7.24.pdf	
Filing Fee			\$51.63
Created: 11/11/2024 at 9:36 AM			
Trialworks TaskCode costs Date Incurred 11/7/2024	Payee One Legal Description OLINV#06539206 DG II 11.7.24	Docs  OLINV#06539206 DG II 11.7.24.pdf	
Filing Fee			\$25.50
Created: 11/11/2024 at 9:21 AM			
Trialworks TaskCode costs Date Incurred 11/7/2024	Payee One Legal Description OLINV#06538236 DG II 11.7.24	Docs  OLINV#06538236 DG II 11.7.24.pdf	
Filing Fee			\$25.50
Created: 11/8/2024 at 4:21 PM			
Trialworks TaskCode costs Date Incurred 11/7/2024	Payee One Legal Description OLINV#06537681 DG II 11.7.24	Docs  OLINV#06537681 DG II 11.7.24.pdf	
Filing Fee			\$51.63
Created: 11/7/2024 at 2:12 PM			
Trialworks TaskCode costs Date Incurred 11/4/2024	Payee One Legal Description OLINV#06528061 DG II 11.4.24	Docs  OLINV#06528061 DG II 11.4.24.pdf	
Filing Fee			\$25.50
Created: 11/7/2024 at 1:30 PM			
Trialworks TaskCode costs Date Incurred 11/4/2024	Payee One Legal Description OLINV#06525640 DG II 11.4.24	Docs  OLINV#06525640 DG II 11.4.24.pdf	
Filing Fee			\$61.95
Created: 10/28/2024 at 4:20 PM			
Trialworks TaskCode costs Date Incurred 10/23/2024	Payee One Legal Description OLINV#06491847 DG II 10.23.24	Docs  OLINV#06491847 DG II 10.23.24.pdf	
Filing Fee			\$25.50
Created: 10/28/2024 at 10:05 AM			
Trialworks TaskCode costs Date Incurred 10/21/2024	Payee One Legal Description OLINV#06486812 DG II 10.21.24	Docs  OLINV#06486812 DG II 10.21.24.pdf	
Filing Fee			\$51.63
Created: 10/8/2024 at 12:14 PM			
Trialworks TaskCode costs Date Incurred 10/7/2024	Payee One Legal Description OLINV#06438697 Dolgen II 10.7.24	Docs  OLINV#06438697 Dolgen II 10.7.24.pdf	
Filing Fee			\$23.90
Created: 10/8/2024 at 11:58 AM			
Trialworks TaskCode costs Date Incurred 10/4/2024	Payee One Legal Description OLINV#06433136 Dolgen II 10.4.24	Docs  OLINV#06433136 Dolgen II 10.4.24.pdf	

1/25, 8:30 AM

Dolgen California, LLC (Dollar General II) adv. Villa, Juana | Filevine

Court Cost				\$15.00
Created: 10/3/2024 at 1:03 PM				
Trialworks TaskCode costs		Payee VCourt	Notes HD: 10/2/24 HD: 10/2/24	
Date Incurred 9/30/2024		Description VCourt		

Research Cost				\$507.00
Created: 10/9/2024 at 2:08 PM				
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Research Cost				\$343.76
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Trialworks TaskCode costs		Date Incurred 7/31/2024	Payee Thomson Reuters	Description billing period of 7/1/24-7/31/24

Research Cost				\$213.37
Created: 7/15/2024 at 3:04 PM				
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Research Cost				\$204.53
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Research Cost				\$487.92
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Filing Fee				\$23.83
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Date Incurred 6/21/2024		Description OLINV#06140721 Dolgen II 6.21.24		

Court Cost				\$15.00
Created: 6/25/2024 at 9:05 AM				
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Date Incurred 6/20/2024		Description VCourt		

Research Cost				\$436.97
Created: 6/7/2024 at 3:28 PM				
Trialworks TaskCode costs		Date Incurred 6/7/2024	Payee Thomson Reuters	Description billing period 3/1/24-3/31/24

Filing Fee				\$86.63
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Date Incurred 4/26/2024		Description OLINV#05955752 Dolgen II 4.26.24		

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Date Incurred 4/26/2024		Description OLINV#05955017 Dolgen II 4.26.24		

Research Cost				\$199.44
Created: 4/26/2024 at 2:07 PM				
Trialworks TaskCode costs		Date Incurred 4/26/2024	Payee Thomson Reuters	Description billing period 1.1.24-1.31.24

Dolgen California, LLC (Dollar General II) adv. Villa, Juana | Filevine

Filing Fee

Created: 4/11/2024 at 10:17 AM

Trialworks TaskCode

filing fee

Date Incurred

4/4/2024

Payee

One Legal

Description

OLINV#05885734 Dolgen II 4.4.24

Docs

 OLINV#05885734 Dolgen II 4.4.24.pdf

▼

Court Cost

Created: 6/27/2024 at 10:43 AM

Trialworks TaskCode

costs

Date Incurred

4/3/2024

Payee

One Legal

Description

eServe Charge | 22598028-R1 | 22STCV34189 | Bill Code: Dolgen II | 5 recipients | 04/03/2024

Court Cost

Created: 6/27/2024 at 10:43 AM

Trialworks TaskCode

costs

Date Incurred

4/3/2024

Payee

One Legal

Description

eServe Charge | 22597771-R1 | 22STCV34189 | Bill Code: Dolgen II | 5 recipients | 04/03/2024

Filing Fee

Created: 4/10/2024 at 1:43 PM

Trialworks TaskCode

filing fee

Date Incurred

4/3/2024

Payee

One Legal

Description

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Docs

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Filing Fee

Created: 4/10/2024 at 1:38 PM

Trialworks TaskCode

filing fee

Date Incurred

4/3/2024

Payee

One Legal

Description

OLINV#05882040 Dolgen II 4.3.24

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Created: 4/4/2024 at 3:24 PM

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filing fee

Date Incurred

3/29/2024

Payee

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Description

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Docs

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Court Cost

Created: 6/27/2024 at 9:00 AM

Trialworks TaskCode

costs

Date Incurred

3/28/2024

Payee

One Legal

Description

eServe Charge | 22555882-R1 | 22STCV34189 | Bill Code: Villa v DG | 5 recipients | 03/28/2024

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Trialworks TaskCode

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Date Incurred

3/28/2024

Payee

One Legal

Description

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Docs

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Court Cost

Created: 6/24/2024 at 1:16 PM

Trialworks TaskCode

costs

Date Incurred

3/20/2024

Payee

One Legal

Description

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Created: 3/28/2024 at 12:24 PM

Trialworks TaskCode

filing fee

Date Incurred

3/20/2024

Payee

One Legal

Description

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Docs

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Filing Fee

Created: 3/22/2024 at 8:43 AM

Trialworks TaskCode

filing fee

Date Incurred

3/20/2024

Payee

LASC

Description

Complex fees - case is now deemed complex

Filing Fee

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Trialworks TaskCode

filing fee

Date Incurred

3/14/2024

Payee

One Legal

Description

OLINV#05821578 Dolgen II 3.14.24

Docs

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Court Cost

Created: 6/20/2024 at 2:39 PM

Trialworks TaskCode

Date Incurred

Payee

Description

1/25, 8:30 AM

Dolgen California, LLC (Dollar General II) adv. Villa, Juana | Filevine

Trialworks TaskCode costs	Date Incurred 3/5/2024	Payee One Legal	Description eServe Charge 22375462-R1 22STCV34189 Bill Code: Dolgen II 7 recipients 03/05/2024
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Filing Fee

Created: 3/7/2024 at 9:20 AM

Trialworks TaskCode

filing fee

Date Incurred

3/5/2024

Payee

One Legal

Docs

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Description

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

Created: 3/6/2024 at 2:27 PM

Trialworks TaskCode

filing fee

Date Incurred

2/29/2024

Payee

One Legal

Docs

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Description

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Court Cost

Created: 6/20/2024 at 1:42 PM

Trialworks TaskCode

costs

Date Incurred

2/27/2024

Payee

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Filing Fee

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Trialworks TaskCode

filing fee

Date Incurred

2/27/2024

Payee

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Description

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Court Cost

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costs

Date Incurred

2/15/2024

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Trialworks TaskCode

filing fee

Date Incurred

2/15/2024

Payee

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Description

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Date Incurred

2/15/2024

Payee

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Description

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filing fee

Date Incurred

2/15/2024

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Description

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Court Cost

Created: 6/12/2024 at 2:51 PM

Trialworks TaskCode

costs

Date Incurred

2/2/2024

Payee

One Legal

Description

eServe Charge | 22152918-R1 | 22STCV34189 | Bill Code: Dolgen II | 5 recipients | 02/02/2024

Filing Fee

Created: 2/29/2024 at 10:41 AM

Trialworks TaskCode

filing fee

Date Incurred

2/2/2024

Payee

One Legal

Docs

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Description

OLINV#05705452 Dolgen II 2.2.24

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Created: 2/27/2024 at 10:29 AM

Trialworks TaskCode

filing fee

Date Incurred

2/27/2024

Payee

One Legal

Docs

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Description

OLINV#05705452 Dolgen II 2.2.24

1/25, 8:30 AM

Dolgen California, LLC (Dollar General II) adv. Villa, Juana | Filevine

Trialworks TaskCode filing fee Date Incurred 1/31/2024	Payee One Legal Description OLINV#05691467 Dolgen II 1.31.24	Docs  OLINV#05691467 Dolgen II 1.31.24.pdf ▼
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Filing Fee

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Trialworks TaskCode

filing fee

Date Incurred

1/30/2024

Payee

One Legal

Description

OLINV#05693681 Dolgen II 1.30.24

Docs

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Court Cost

Created: 6/12/2024 at 2:41 PM

Trialworks TaskCode

costs

Date Incurred

1/29/2024

Payee

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Description

eServe Charge | 22114879-R1 | 22STCV34189 | Bill Code: Dolgen | 5 recipients | 01/29/2024

Filing Fee

Created: 2/26/2024 at 1:16 PM

Trialworks TaskCode

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Date Incurred

1/29/2024

Payee

One Legal

Description

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Docs

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Court Cost

Created: 6/12/2024 at 2:38 PM

Trialworks TaskCode

costs

Date Incurred

1/25/2024

Payee

One Legal

Description

eServe Charge | 22089378-R1 | 22STCV34189 | Bill Code: Villa v DG | 5 recipients | 01/25/2024

Filing Fee

Created: 2/22/2024 at 4:09 PM

Trialworks TaskCode

filing fee

Date Incurred

1/25/2024

Payee

One Legal

Description

OLINV#05677762 Dolgen II 1.25.24

Docs

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Filing Fee

Created: 2/21/2024 at 4:30 PM

Trialworks TaskCode

filing fee

Date Incurred

1/17/2024

Payee

One Legal

Description

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Created: 2/21/2024 at 4:26 PM

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filing fee

Date Incurred

1/17/2024

Payee

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Description

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filing fee

Date Incurred

1/17/2024

Payee

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Description

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Docs

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Created: 2/15/2024 at 3:54 PM

Trialworks TaskCode

filing fee

Date Incurred

1/16/2024

Payee

One Legal

Description

OLINV#05647169 Dolgen II 1.16.24

Docs

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Filing Fee

Created: 2/15/2024 at 3:33 PM

Trialworks TaskCode

filing fee

Date Incurred

1/12/2024

Payee

One Legal

Description

OLINV#05645228 Dolgen II 1.12.24

Docs

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▼

Court Cost

Created: 1/19/2024 at 1:02 PM

Trialworks TaskCode

filing fee

Date Incurred

1/12/2024

Payee

Journal Technologies - LASC

Description

Dolgen_22STCV34189_Reservation _ Journal Technologies Court Portal paid 1.12.24

Docs

 Dolgen_22STCV34189_Reservation _ Journal Technologies Court Portal paid ...

▼

Filing Fee

Created: 2/8/2024 at 1:17 PM

1/25, 8:30 AM

Dolgen California, LLC (Dollar General II) adv. Villa, Juana | Filevine

Trialworks TaskCode filing fee Date Incurred 12/22/2023	Payee One Legal Description OLINV#055598137 Dolgen II 12.22.23	Docs  OLINV#055598137 Dolgen II 12.22.23.pdf
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Filing Fee

Created: 2/8/2024 at 11:58 AM

\$22.80

Trialworks TaskCode filing fee Date Incurred 12/18/2023	Payee One Legal Description OLINV#05583092 Dolgen II 12.18.23	Docs  OLINV#05583092 Dolgen II 12.18.23.pdf	
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Court Cost

Created: 12/21/2023 at 8:56 AM

\$15.00

Trialworks TaskCode costs Date Incurred 12/14/2023	Payee VCourt Description VCourt	Notes HD: 12/19/23 HD: 12/19/23
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Research Cost

Created: 1/30/2024 at 1:40 PM

\$155.12

Trialworks TaskCode costs	Date Incurred 11/1/2023	Payee Thomson Reuters	Description billing period of 11/1/23-11/30/23
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Filing Fee

Created: 10/24/2023 at 3:14 PM

\$51.48

Trialworks TaskCode filing fee Date Incurred 10/19/2023	Payee One Legal Description OLINV#05421543 Dolgen II 10.19.23	Docs  OLINV#05421543 Dolgen II 10.19.23.pdf
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Filing Fee

Created: 10/19/2023 at 9:19 AM

\$43.39

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Filing Fee

Created: 9/21/2023 at 9:48 AM

\$51.48

Trialworks TaskCode filing fee Date Incurred 9/13/2023	Payee One Legal Description OLINV#05311127 Dolgen II 9.13.23	Docs  OLINV#05311127 Dolgen II 9.13.23.pdf
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Filing Fee

Created: 9/14/2023 at 11:52 AM

\$23.83

Trialworks TaskCode filing fee Date Incurred 9/11/2023	Payee One Legal Description OLINV#05301670 Dolgen II 9.11.23	Docs  OLINV#05301670 Dolgen II 9.11.23.pdf
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Court Cost

Created: 9/19/2023 at 3:38 PM

\$15.00

Trialworks TaskCode costs Date Incurred 8/24/2023	Payee VCourt Description VCourt	Notes HD: 9/5/23 HD: 9/5/23
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Filing Fee

Created: 8/24/2023 at 11:37 AM

\$24.86

Trialworks TaskCode filing fee Date Incurred 8/22/2023	Payee One Legal Description OLINV#05249558 Dolgen II 8.22.23	Docs  OLINV#05249558 Dolgen II 8.22.23.pdf
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Court Cost

Created: 6/8/2023 at 1:40 PM

\$15.00

Trialworks TaskCode costs Date Incurred 5/24/2023	Payee VCourt Description VCourt	Notes HD: 6/7/23 HD: 6/7/23
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Filing Fee

Created: 5/18/2023 at 3:59 PM

\$42.72

Trialworks TaskCode filing fee Date Incurred 5/11/2023	Payee One Legal Description OLINV#04985403 Dolgen II 5.11.23	Docs  OLINV#04985403 Dolgen II 5.11.23.pdf
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Filing Fee

Created: 5/18/2023 at 3:36 PM

\$24.86

Trialworks TaskCode filing fee
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1/6/25, 8:30 AM

Dolgen California, LLC (Dollar General II) adv. Villa, Juana | Filevine

Trialworks TaskCode filing fee Date Incurred 5/11/2023	Payee One Legal Description OLINV#04982931 Dolgen II 5.11.23	Docs  OLINV#04982931 Dolgen II 5.11.23.pdf
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Filing Fee

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\$42.72

Trialworks TaskCode filing fee Date Incurred 12/13/2022	Payee One Legal Description OLINV#04599692 Dolgen II 12.13.22	Docs  OLINV#04599692 Dolgen II 12.13.22.pdf
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Filing Fee

Created: 12/27/2022 at 3:49 PM

\$18.22

Trialworks TaskCode filing fee Date Incurred 12/13/2022	Payee One Legal Description OLINV#04596972 Dolgen II 12.13.22	Docs  OLINV#04596972 Dolgen II 12.13.22.pdf
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Postage Cost

Created: 12/13/2022 at 11:52 AM

\$1.62

Trialworks TaskCode costs Date Incurred 12/13/2022	Payee Pitney Bowes Description postage
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Photocopying Cost

Created: 12/13/2022 at 9:59 AM

\$1.20

Trialworks TaskCode costs Date Incurred 12/13/2022	Payee K&K Description copies
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Process Server Fee

Created: 11/17/2022 at 9:29 AM

\$170.68

Trialworks TaskCode costs Date Incurred 11/17/2022	Payee OnCall Description OCINV#294418 Dolgen II paid 11.17.22	Docs  OCINV#294418 Dolgen II paid 11.17.22.pdf
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Filing Fee

Created: 11/17/2022 at 9:20 AM

\$84.99

Trialworks TaskCode filing fee Date Incurred 11/17/2022	Payee OnCall Description OCINV#294389 Dolgen II paid 11.17.22	Docs  OCINV#294389 Dolgen II paid 11.17.22.pdf
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Filing Fee

Created: 11/8/2022 at 1:18 PM

\$42.47

Trialworks TaskCode filing fee Date Incurred 11/1/2022	Payee One Legal Description OLINV#04497486 Dolgen II 11.1.22	Docs  OLINV#04497486 Dolgen II 11.1.22.pdf
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Filing Fee

Created: 11/8/2022 at 12:59 PM

\$18.22

Trialworks TaskCode filing fee Date Incurred 11/1/2022	Payee One Legal Description OLINV#04495841 Dolgen II 11.1.22	Docs  OLINV#04495841 Dolgen II 11.1.22.pdf
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Created: 11/1/2022 at 3:28 PM

\$1.00

Trialworks TaskCode Copies Date Incurred 11/1/2022	Payee Paper Cut Notes Ntc of Case Assignment to Def Ntc of Case Assignment to Def
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Postage Cost

Created: 11/1/2022 at 3:27 PM

\$1.62

Trialworks TaskCode Postage Cost Date Incurred 11/1/2022	Notes Ntc of Case Assignment to Def via regular mailing Ntc of Case Assignment to Def via regular mailing
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Filing Fee

Created: 11/8/2022 at 9:47 AM

\$41.95

Trialworks TaskCode filing fee Date Incurred 10/27/2022	Payee One Legal Description OLINV#04486312 Dolgen II 10.27.22	Docs  OLINV#04486312 Dolgen II 10.27.22.pdf
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Filing Fee

Created: 11/7/2022 at 3:31 PM

\$13.90

Trialworks TaskCode filing fee Date Incurred 10/26/2022	Payee One Legal Description OLINV#04480709 Dolgen II 10.26.22	Docs  OLINV#04480709 Dolgen II 10.26.22.pdf
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Filing Fee		Created: 11/17/2022 at 1:48 PM	
Trailworks TaskCode	Payee	Description	
	One Legal	OLINV#04475978 Dolgen II 10.25.22	
		Docs OLINV#04475978 Dolgen II 10.25.22.pdf	
Date Incurred			10/25/2022
\$465.03			

Copies		Created: 8/17/2022 at 4:23 PM	
Trailworks TaskCode	Date Incurred	Payee	Notes
	8/17/2022	Paper Cut	PAGA Letter to Def
\$0.80			

Postage Cost		Created: 8/17/2022 at 4:23 PM	
Trailworks TaskCode	Date Incurred	Notes	
	8/17/2022	PAGA Letter to Def via cert mailing	
		PAGA Letter to Def via cert mailing	
\$15.64			

Filing Fee		Created: 8/17/2022 at 4:03 PM	
Trailworks TaskCode	Payee	Description	
	LWDA	State of California - Department of Industrial Relations Customers Receipt _ Purchase Confirmation	
		Docs State of California - Department of Industrial Relations Customers Receipt _ Pu...	
Date Incurred			8/17/2022
\$75.00			

Filing Fee		Created: 4/11/2024 at 10:06 AM	
Trailworks TaskCode	Payee	Description	
	One Legal	OLINV#0585591 Dolgen II 4.24	
		Docs OLINV#0585591 Dolgen II 4.24.pdf	
\$51.48			

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Historic Cost

				\$13,149.06
Research Cost				\$417.66
Created: 2/1/2024 at 9:39 AM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	12/1/2023	Thomson Reuters	billing period 12/1/23-12/31/23	
Research Cost				\$78.91
Created: 1/30/2024 at 1:44 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	11/1/2023	Thomson Reuters	billing period of 11/1/23-11/30/23	
Research Cost				\$182.63
Created: 9/28/2023 at 1:02 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	8/31/2023	Thomson Reuters	billing period of 8/1/23-8/31/23	
Research Cost				\$142.25
Created: 8/3/2023 at 3:32 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	7/31/2023	Thomson Reuters	billing period 7/1/23 - 7/31/23	
Research Cost				\$178.65
Created: 7/27/2023 at 3:22 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	5/31/2023	Thomson Reuters	billing period 5/1/23-5/31/23	
Research Cost				\$154.41
Created: 7/12/2023 at 9:55 AM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	4/28/2023	Thomson Reuters	billing period 4/1/23-4/30/23	
Research Cost				\$3.98
Created: 4/3/2023 at 4:24 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	4/3/2023	Thomson Reuters	billing period 1/1/23-1/31/23	
Research Cost				\$106.99
Created: 4/3/2023 at 4:23 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	4/3/2023	Thomson Reuters	billing period 1/1/23-1/31/23	
Research Cost				\$194.66
Created: 6/29/2023 at 4:08 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	3/31/2023	Thomson Reuters	billing period 3/1/23-3/31/23	
Research Cost				\$706.03
Created: 12/15/2022 at 12:32 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	12/15/2022	Thomson Reuters	billing period of 10.1.22-10.31.22	
Research Cost				\$58.98
Created: 12/15/2022 at 12:30 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	12/15/2022	Thomson Reuters	billing period of 10.1.22-10.31.22	
Research Cost				\$58.63
Created: 11/9/2022 at 12:10 PM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	11/9/2022	Thomson Reuters	billing period of 8/1/22-8/31/22	
Research Cost				\$501.54
Created: 2/21/2023 at 9:43 AM				
Trialworks TaskCode	Date Incurred	Payee	Description	
costs	11/1/2022	Thomson Reuters	billing period of 11.1.22-11.30.22	
Research Cost				\$95.98
Created: 2/21/2023 at 9:43 AM				

Trialworks TaskCode costs	Date Incurred 11/1/2022	Payee Thomson Reuters	Description billing period of 11.1.22-11.30.22
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Filing Fee

\$505.00

Created: 10/26/2022 at 9:57 AM

Trialworks TaskCode filing fee	Payee CA Central District	Notes docketing and filing fee re appeal docketing and filing fee re appeal	Docs  Pay.gov Payment Confirmation_ CALIFORNIA CENTRAL DISTRICT COURT.pdf 
Date Incurred 10/26/2022	Description Pay.gov Payment Confirmation_ CALIFORNIA CENTRAL DISTRICT COURT		

Court Cost

\$230.00

Created: 11/7/2022 at 10:25 AM

Trialworks TaskCode costs	Date Incurred 8/30/2022	Payee Court of Appeals	Description LKL Admission fee
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Research Cost

\$334.12

Created: 9/29/2022 at 12:35 PM

Trialworks TaskCode costs	Date Incurred 7/1/2022	Payee Thomson Reuters	Description billing period of 7/1/22-7/29/22
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Research Cost

\$486.42

Created: 7/15/2022 at 1:33 PM

Trialworks TaskCode costs	Date Incurred 6/30/2022	Payee Thomson Reuters	Description billing period of 6/1/22-6/30/22
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Research Cost

\$717.68

Created: 7/15/2022 at 11:46 AM

Trialworks TaskCode costs	Date Incurred 5/31/2022	Payee Thomson Reuters	Description billing period of 5/1/22-5/31/22
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Court Reporter Cost

\$7,976.90

Created: 8/14/2023 at 11:07 AM

Trialworks TaskCode costs	Payee Steno - Delay pay plan -	Notes Delay pay Delay pay	Docs  STENOINV#249555 - 2024-01-03 Dollar Gen - OPEN DELAY (not paid).pdf 
Date Incurred 3/29/2022	Description INVID 249555 - NOT paid		

Research Cost

\$17.64

Created: 7/11/2022 at 9:55 AM

Trialworks TaskCode costs	Payee Thomson Reuters	Description 4/1/22-4/30/22
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(Proof of Submission to the LWDA)

EXHIBIT "6"

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On January 6, 2025, I served all interested parties in this action the following documents described as: **DECLARATION OF ERIC B. KINGSLEY IN SUPPORT OF MOTION FOR APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mike Arias

mike@aswtlawyers.com

Craig S. Momita

craig@aswtlawyers.com

**ARIAS SANGUINETTI WANG
& TORRIJOS LLP**

6701 Center Drive West, Suite 1400
Los Angeles, CA 90045

MCGUIREWOODS LLP

Sabrina A. Beldner

Email: sbeldner@mcguirewoods.com

Sarah Y. Oh

Email: soh@mcguirewoods.com

1800 Century Park East, 8th Floor
Los Angeles, CA 90067

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

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

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

Executed on January 6, 2025, at Chino, California.



Leslie Sanchez