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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF TULARE**

ENVY AZEVEDO, an individual, on behalf of  
herself and others similarly situated,

PLAINTIFF,

v.

TULARE NURSING & REHABILITATION  
HOSPITAL, INC.; and DOES 1 thru 50,  
inclusive,

DEFENDANTS.

Case No. VCU293325

[Case Assigned for All Purposes to Hon.  
David C. Mathias in Dept. 1]

**DECLARATION OF LIANE  
KATZENSTEIN LY IN SUPPORT OF  
MOTION FOR APPROVAL OF  
REPRESENTATIVE ACTION  
SETTLEMENT**

Date: November 21, 2024

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: September 14, 2022

Trial Date: None Set

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8 Attorneys for Plaintiff and the aggrieved employees

## DECLARATION OF LIANE KATZENSTEIN LY

I, Liane Katzenstein Ly, declare as follows:

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

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

3. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

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

## PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT

AGENCY

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

## LITIGATION OVERVIEW AND PROCEDURAL HISTORY

6. On September 14, 2022, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant TULARE NURSING & REHABILITATION HOSPITAL, INC., alleging causes of action for (1) Failure to Reimburse Expenses Pursuant to Labor Code § 2802 and (2) Violation of Business & Professions Code § 17200. (Hereafter, the “Action”). Plaintiff filed a First Amended Class and Representative Action Complaint on November 21, 2022, adding an additional claim for civil penalties pursuant to Labor Code section 2699, *et seq.* (“PAGA”) based

1 upon the same alleged Labor Code violations at issue in the complaint.

2           7. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded her notice letters to the  
3 LWDA and mailed a letter by certified mail to Defendants' entity addresses, as proscribed by the  
4 Code on September 14, 2022 and September 23, 2022, describing Defendants' conduct in violation  
5 of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1174.5, 1194.2, 1198, 1199,  
6 2802, and IWC Wage Order 5.

7           8. Plaintiff commenced a separate action on February 27, 2023 with Wilshire Law Firm  
8 asserting claims against Defendant TULARE HEALTH CARE & WELLNESS CENTER, LP on  
9 behalf of herself, the State of California and other aggrieved persons for civil penalties under PAGA  
10 stemming from allegations of Defendant's failure to pay for all hours worked (minimum, straight  
11 time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest  
12 periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours  
13 worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage  
14 statements, and failure to indemnify employees for expenditures. (Tulare County Case No.  
15 VCU296181).

16           9. The Parties entered into a stipulation to dismiss Tulare County Case No.  
17 VCU296181, filed by Wilshire Law Firm, as Plaintiff's individual and PAGA representative claims  
18 asserted were joined into the Action.

19           10. Plaintiff's counsel was provided a copy of an executed arbitration agreement by  
20 Plaintiff, governing her employment and the claims alleged in the Class Action, which included a  
21 waiver of her right to proceed with the alleged claims on a class-wide basis. Accordingly, on March  
22 10, 2023, the class action allegations were dismissed without prejudice and the remaining PAGA  
23 claim was stayed pending mediation or notification by the Parties of the California Supreme Court's  
24 *Adolph v. Uber Technologies, Inc.* 's decision.

25           11. On May 6, 2024, the Parties participated in an all-day mediation presided over by  
26 experienced wage and hour mediator Honorable Zaven Sinanian, which led to this Agreement to  
27 settle the Action, subject to Court approval.

28           12. In accordance with the settlement reached, Plaintiff filed a Second Amended



Complaint adding TULARE HEALTH CARE & WELLNESS CENTER, LP as a named Defendant and alleging a cause of action against Defendants for penalties under PAGA for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 226(a), 210, 226.3, 226.7, 510, 512, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage Order 5.

### **THE DISCOVERY PROCESS AND MEDIATION**

13. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data, relevant to both Plaintiff and the aggrieved employees, including handbooks and Plaintiff's personnel file. Through the exchange of information and attendant discussions between the Parties, Plaintiff learned that the number of Aggrieved Employees is no more than 406 (including Plaintiff) and there is a maximum of 12,740 PAGA Pay Periods at issue. Plaintiff asserts that the maximum potential exposure for the PAGA claims for Aggrieved Employees is \$1,274,000.00 (12,740 PAGA Pay Periods at issue  $\times$  \$100 = \$1,274,000.00).

14. Thereafter, the Parties engaged in good faith, arms-length negotiations with Defendants concerning possible resolution of the claims asserted in the Litigation. The Parties were able to reach a tentative settlement, with the aid of an experienced wage and hour mediator, subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court.

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

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

### **THE SETTLEMENT**

17. Defendants will pay the total sum of \$318,500.00 in full and final settlement of the PAGA claim alleged.

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

|                            |              |  |
|----------------------------|--------------|--|
| Gross Settlement Amount:   | \$318,500.00 |  |
| PAGA Counsel Fees Payment: | \$106,166.67 |  |

|                                           |                                                                                                       |  |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------|--|
| PAGA Counsel Litigation Expenses Payment: | \$22,000.00 <sup>1</sup>                                                                              |  |
| Administrator Expenses Payment:           | \$7,500.00                                                                                            |  |
| Named Plaintiff Enhancement:              | \$7,500.00                                                                                            |  |
| PAGA Penalties:                           | \$175,333.33<br><i>(\$131,500.00 to the LWDA; \$43,833.33 to remain in the Net Settlement Amount)</i> |  |

19. Each aggrieved employee shall receive a pro-rata portion of the remaining amount in PAGA penalties based by dividing the amount of the aggrieved employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all aggrieved employees during the PAGA Period, and then multiplying the result by each aggrieved employee's PAGA Pay Periods.

20. The PAGA Period means the period from September 14, 2021 to May 6, 2024.

21. For settlement purposes, the Aggrieved Employees are defined as: "all persons who are employed or have been employed as an hourly employee by Defendant TULARE NURSING & REHABILITATION HOSPITAL, INC. and TULARE HEALTHCARE & WELLNESS CENTER, LP, in the State of California who worked one or more pay periods during the PAGA Period" ("Aggrieved Employee").

### **RISKS AND EVALUATION OF THE SETTLEMENT**

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

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

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

25. And in accordance with PAGA, the court in a PAGA action has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion

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<sup>1</sup> The Agreement provided for counsel to receive cost reimbursement up to \$22,000.00. However, counsel's final costs come to \$18,815.63. The extra \$3,184.37 will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than the \$175,333.33 contemplated in the settlement agreement. Specifically, \$178,517.70 will be allocated as PAGA Penalties, with 75% (\$133,888.28) to the LWDA and 25% (\$44,629.43) to the Aggrieved Employees.

1 to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on  
2 the facts and circumstances of the particular case, to do otherwise would result in an award that is  
3 unjust, arbitrary and oppressive, or confiscatory.” (Labor Code § 2699(e)(1) and (e)(2)).

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

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

19         28. Throughout the relevant time, Plaintiff and the Aggrieved Employees were subject  
20 to the control of Defendants prior to their scheduled start times, without being compensated for those  
21 “hours worked.”

22         29. Plaintiff maintains that Defendants required Plaintiff and the Aggrieved Employees  
23 to work “off-the-clock,” uncompensated, by, for example, requiring Plaintiff and the Aggrieved  
24 Employees to perform work during uncompensated meal periods and/or requiring Plaintiff and the  
25 Aggrieved Employees to perform work after clocking out for the workday.

26         30. Plaintiff maintains that some of this unpaid work should have been paid at the  
27 overtime rate. In failing to pay for all hours worked, Plaintiff contends that Defendants also failed to  
28 maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

1           31. All of this was done with the knowledge and direction of Defendants; thus Plaintiff  
2 and the Aggrieved Employees are certainly entitled to be compensated for this time worked.

3           32. Defendants deny that these allegations are true.

4           33. Plaintiff had to consider that Defendants could argue that no employees were  
5 required to work “off the clock”, and, if they did, they could clock in again and receive payment.

6           34. Further, given that this time was “off the clock” and not captured by the time clock,  
7 Plaintiff applied a discount to this claim.

8           35. Here, Plaintiff consistently worked shifts over five (5) hours.

9           36. Defendants maintained a written policy for meal and rest periods but violated its own  
10 policies.

11           37. Plaintiff alleges that Defendants failed to apprise Plaintiff of Plaintiff’s rights  
12 associated with meal periods, failed to record meal periods, and failed to provide compliant meal  
13 periods.

14           38. Defendants also continued to assert control over Plaintiff and the Aggrieved  
15 Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks  
16 which could not be completed without working in lieu of taking mandatory meal periods, or by  
17 denying Plaintiff and the Aggrieved Employees permission to take a meal period under the  
18 conditions required by law, and without properly compensating Plaintiff and the Aggrieved  
19 Employees for meal periods that were not provided as required by law.

20           39. Plaintiff maintains that Defendants also never informed Plaintiff of her right to, nor  
21 permitted her to take, a second meal period when Plaintiff worked at least ten hours of work in a  
22 workday, and otherwise unlawfully pressured her to waive such breaks.

23           40. Additionally, Defendants have had a consistent policy of failing to pay Plaintiff one  
24 (1) hour of pay at Plaintiff’s regular rate of compensation for each workday that the compliant meal  
25 period was not provided. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California  
26 Supreme Court set forth the formula for calculating the one extra hour of bonus pay that employees  
27 are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court  
28 held that those bonus payments must include the hourly value of any nondiscretionary earnings (such

1 as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base  
2 hourly rate.

3 41. Defendants have had a consistent policy of paying meal period premiums at the base  
4 rate and not the appropriate regular rate in violation of California law.

5 42. Plaintiff alleges that Defendants did not maintain accurate records of hours worked  
6 and all meal periods taken or missed by Plaintiff and all Aggrieved Employees.

7 43. Defendants' failure to provide and maintain records required by the California Labor  
8 Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability  
9 to know, understand and question the accuracy and frequency of meal periods, and the accuracy of  
10 their hours worked stated in Defendants' records.

11 44. Defendants could argue that its employees, including Plaintiff, did receive their meal  
12 periods.

13 45. Plaintiff had to acknowledge that there are some risks associated with the meal period  
14 claim and did consider them when evaluating this settlement.

15 46. Here, Plaintiff contends that Defendants failed to maintain a lawful procedure of  
16 providing rest breaks to Plaintiff.

17 47. Plaintiff maintains that Defendants failed to provide Plaintiff with uninterrupted rest  
18 breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period  
19 and did not ensure it occurred within the first 3.5 hours of Plaintiff's shift.

20 48. Plaintiff asserts that Defendants regularly required Plaintiff and the Aggrieved  
21 Employees to work in excess of four consecutive hours a day without Defendants authorizing and  
22 permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work  
23 (or major fraction of four hours), and without properly compensating Plaintiff and the aggrieved  
24 employees for rest periods that were not authorized or permitted. Instead, among other things,  
25 Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring,  
26 pressuring, or encouraging them to perform work tasks which could not be completed without  
27 working in lieu of taking mandatory rest periods, and by denying Plaintiff and the Aggrieved  
28 Employees permission to take a rest period under the conditions required by law.

1           49.     Plaintiff maintains that Defendants also did not pay rest break premiums even after  
2 it began providing some rest breaks.

3           50.     Further, Plaintiff was not compensated with one (1) hour of wages for each compliant  
4 rest period as required by Labor Code § 226.7.

5           51.     Here, Plaintiff asserts that Defendants' payroll practices are defective in that they fail  
6 to timely pay Plaintiff's wages in accordance with California law.

7           52.     Plaintiff contends that Plaintiff was paid on a bi-weekly basis, or every 2 weeks, as  
8 stated under Labor Code § 204(a); making Plaintiff's wages due no later than seven days from the  
9 closing of each respective pay period.

10          53.     Plaintiff had to consider that Defendants could argue that any error on the timing of  
11 payment was the result of a clerical error and that Plaintiff and the Aggrieved Employees were not  
12 actually paid wages more than seven days following the close of the pay period.

13          54.     If Defendants were able to prove that Plaintiff and the Aggrieved Employees were  
14 actually timely paid their wages and that itemized wage statements were simply reflecting an  
15 incorrect date of pay, then Plaintiff's counsel had to acknowledge that the likelihood of success on  
16 this claim was not strong.

17          55.     Based on this acute risk, Plaintiff believed it was appropriate to discount this claim.

18          56.     On a regular and consistent basis, Defendants have failed to reimburse Plaintiff and  
19 the Aggrieved Employees the cost of using their personal cell phones for business related purposes.

20          57.     Plaintiff alleges that Defendants required that Plaintiff and the Aggrieved Employees  
21 be available by cell phone while working, and this was necessary to perform their job duties. Plaintiff  
22 contends that she used her cell phone to communicate with supervisors and dispatch throughout her  
23 shift and sometimes even after hours.

24          58.     One risk that Plaintiff considered was the fact that not all Aggrieved Employees used  
25 their cell phones and not all used them for every pay period.

26          59.     This meant that the damages were relatively small.

27          60.     Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate  
28 itemized wage statements showing all applicable hourly rates, and all gross and net wages earned

(including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

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

62. Defendants have failed to pay employees wages immediately or within 72 hours of termination and/or resignation by not paying all wages and overtime owed.

63. Given that the underlying wage claims were relatively small in value, Defendants' defense was considered when determining a fair settlement value.

64. In light of all these significant risks, engaging in pertinent informal discovery in this Action, and given that PAGA gives the Court broad discretion to reduce any penalties ultimately awarded, Plaintiff's counsel determined that the Gross Settlement Amount of \$318,500.00 was fair and reasonable.

#### **ATTORNEY COMPETENCE**

65. Kingsley Szamet & Ly 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 & Ly 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:

- a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross

amount of \$1,000,000 and the court granted attorneys' fees request of 30%.

- d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,677,500.00 and the court granted attorneys' fees request of 33 1/3%.
- e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.
- f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.
- g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.
- h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.
- i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-00705 AWIJLT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$997,500.00, and the court granted attorney's



fees request of 33.33%.

k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of \$5,250,000.

n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of 38%.

o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus interest, with attorney's fees benchmark award of \$1,525,000.

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

66. Kingsley Szamet & Ly 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 & Ly has moved for class

certification in 16 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 & Ly as PAGA Counsel).
- c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley Szamet & Ly as PAGA Counsel).
- d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley Szamet & Ly as PAGA Counsel).
- e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.
- f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.
- g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.
- h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

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

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

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1 skill and expertise of my firm, for any amount significantly less than the contingency fee  
2 percentage provided in this retainer agreement. PAGA Counsel has never been paid any money  
3 for attorneys' fees in this case and has advanced all costs.

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

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

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

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

1 of these appeals:

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

78. 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.

79. 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.

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

80. As previously stated above, a lodestar cross-check confirms that the percentage requested is reasonable. PAGA Counsel have an aggregate lodestar in the amount of \$107,480.00 which represents 148.60 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff's instant Motion, and 10 future hours.

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

82. This case dealt with difficult legal and factual questions. Significantly, the risk

1 attendant to the underlying claims in this matter was great considering Defendants' defenses as  
2 discussed in detail above. Were this case to proceed, Defendants would have a strong incentive  
3 to litigate tenaciously. There are genuine issues in dispute.

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

5 84. As discussed above, PAGA Counsel are skilled wage and hour practitioners with  
6 decades of experience who diligently prepared and litigated this matter.

7 85. To achieve the ultimate result in this case, my firm had to incur substantial risk and  
8 expense, and were precluded from taking other fee generating employment for 148.60 hours of  
9 attorney time.

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

14 87. PAGA Counsel believe this is an exceptional result that has been well received by  
15 the Aggrieved Employees.

16 88. The amount of time spent on this case (148.60 hours), which culminated in a very  
17 favorable the Aggrieved Employees, is reasonable given the complexity and novelty of the issues  
18 involved, the vigorous defense, the length and intensity of the litigation, and the exceptional  
19 results obtained.

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

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

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

25 92. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class action  
26 lawsuits.

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

1 Appeal.

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

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

8 96. My office billed for the following four attorneys for work performed on this case: Eric  
9 Kingsley, Kelsey M. Szamet, Jessica Bulaon, and me.

10 97. Kelsey M. Szamet is a partner at Kingsley Szamet & Ly. She received her Bachelor of  
11 Arts degree, cum laude, from the University of California San Diego and received her law degree  
12 from UCLA School of Law in 2008, where she was active in the Women's Law Journal and  
13 community-based legal clinics. Ms. Szamet has been practicing since 2008 and is billed at \$800 per  
14 hour.

15 98. I, a partner at Kingsley Szamet & Ly, have a billing rate of \$800 per hour. I am an  
16 honors graduate of Florida State University, and received my JD from University of California Davis  
17 School of Law in 2008, where I was an editor of the Environmental Law Journal and a board member  
18 of the King Hall Negotiations Team.

19 99. Jessi Bulaon is an Associate Attorney at Kingsley Szamet & Ly. Ms. Bulaon is a  
20 graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her  
21 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's  
22 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment  
23 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a  
24 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of  
25 2021. She is billed at \$450 per hour.

26 100. The qualifications of Co-Counsel Wilshire Law Firm are discussed in the concurrently-  
27 filed Declaration of John G. Yslas.

28 101. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New*



1 *Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two dozen  
2 bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour,  
3 with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite  
4 low inflation and weak demand for legal services, rates at large corporate law firms have risen by  
5 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest  
6 rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit  
7 3.

8 102. PAGA Counsel’s charged rate are commensurate with the prevailing market rates in  
9 Tulare County for attorneys of comparable experience and skill handling complex litigation.

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

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

15 105. Finally, PAGA Counsel’s rates are in line with the adjusted Laffey Matrix, which is a  
16 fee scale that courts often consult in determining the reasonableness of hourly rates. Under the  
17 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.  
18 Kingsley and Mr. Yslas, is \$1,057, a reasonable rate for an attorney with 16 years of experience,  
19 such as Ms. Szamet and myself, is \$878, a reasonable rate for an attorney with 9 years of experience  
20 such as Mr. Aviles, is \$878, a reasonable rate for an attorney with 4 years of experience such as Mr.  
21 Erganyan and Ms. Nazaretyan, is \$538, and a reasonable rate for an attorney with 3 years or less of  
22 experience, such as Ms. Bulaon, is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey  
23 Matrix is attached hereto as Exhibit 4.

24 106. Kingsley Szamet & Ly’s attorneys’ fees in the present case are broken down as follows:

| <u>ATTORNEY</u>      | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTALS</u> |
|----------------------|--------------|--------------------|---------------|
| Eric B. Kingsley     | 7.50         | \$1,100.00         | \$8,250.00    |
| Liane Katzenstein Ly | 33.60        | \$800.00           | \$26,880.00   |

|                                       |              |          |                                |
|---------------------------------------|--------------|----------|--------------------------------|
| Kelsey M. Szamet                      | 0.50         | \$800.00 | \$400.00                       |
| Jessica Bulaon                        | 11.40        | \$450.00 | \$5,130.00                     |
| <b>KINGSLEY TOTAL ATTORNEYS' FEES</b> | <b>53.00</b> |          | <b>\$40,660.00<sup>2</sup></b> |

| <u>ATTORNEY</u>                       | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTALS</u>      |
|---------------------------------------|--------------|--------------------|--------------------|
| John G. Yslas                         | 45.00        | \$850.00           | \$38,250.00        |
| Diego Aviles                          | 23.00        | \$650.00           | \$14,950.00        |
| Harry Erganyan                        | 12.00        | \$550.00           | \$6,600.00         |
| Mariam Nazaretyan                     | 15.60        | \$450.00           | \$7,020.00         |
| <b>WILSHIRE TOTAL ATTORNEYS' FEES</b> | <b>95.60</b> |                    | <b>\$66,820.00</b> |

107. The aggregate lodestar is set forth below:

| <u>ATTORNEY</u>              | <u>HOURS</u>  | <u>TOTALS</u>       |
|------------------------------|---------------|---------------------|
| KINGSLEY SZAMET & LY         | 53.00         | \$38,250.00         |
| WILSHIRE LAW FIRM            | 95.60         | \$14,950.00         |
| <b>TOTAL ATTORNEYS' FEES</b> | <b>148.60</b> | <b>\$107,480.00</b> |

108. In conjunction with Wilshire Law Firm, Kingsley Szamet & Ly has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendants;
- d. fact development and investigating Defendants' ownership structure
- e. investigation and discussion regarding job functions, duties, compensation,

<sup>2</sup> The Total Attorneys' Fees includes PAGA Counsel's anticipated 10 hours of future time to handle the representative action settlement approval hearing and to oversee the administration process. Specifically, PAGA Counsel has currently spent 23.60 hours working on this matter and anticipates an additional 10 hours of future time.

1 policies, and procedures, etc.;

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

3 g. regular meetings and or communicating with attorneys at my firm working on this  
4 matter;

5 h. drafting pleadings (Complaints, Motion for Approval of Settlement, various  
6 documents related to Approval of the Settlement, etc.);

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

8 j. preparing for and attending mediation;

9 k. discussing issues related to damage model calculations;

10 l. preparing and analyzing damage models;

11 m. negotiating the terms of the settlement;

12 n. reviewing and making changes to the Agreement;

13 o. drafting and editing all documents for approval of the settlement;

14 p. reviewing the PAGA Notice and settlement administration procedures;

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

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

19 110. I believe the request for attorneys' fees in the amount of \$106,166.67 is fair and  
20 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the  
21 exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and  
22 experience led to an outstanding settlement.

23 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**  
24 **COSTS**

25 111. In addition to their request for fees, Plaintiff's counsel further request reimbursement  
26 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this  
27 litigation, in the amount of \$18,815.63.

28 112. To date, Kingsley Szamet & Ly has incurred \$9,981.31 in costs and the Wilshire Law

1 Firm has incurred \$8,355.24 in costs.

2 113. Plaintiff's counsel anticipates incurring an additional \$370.90 in costs to file and  
3 serve this motion.

4 114. As such, Plaintiff's counsel is requesting a cost reimbursement of \$18,815.63.

5 115. All of the requested costs are reasonable in amount and were necessarily incurred by  
6 Plaintiff's counsel in prosecuting this litigation. A true and correct copy of Kingsley Szamet & Ly's  
7 cost ledger is attached hereto as Exhibit "5".

8 116. All of these costs have been incurred in the course of this litigation, and all costs  
9 advanced have already been paid by Plaintiff's counsel, with the exception of the anticipated cost of  
10 filing the present motion.

11 117. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses  
12 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court  
13 should approve the request for reimbursement in the amount of \$18,815.63.

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

15 118. The Settlement calls for an enhancement payment of \$7,500.00 to the named  
16 Plaintiff, to be paid from the Gross Settlement Amount.

17 119. The time spent by Envy Azevedo includes identifying competent counsel, providing  
18 information to Plaintiff's counsel regarding Plaintiff's relevant employment experiences, compiling  
19 documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories  
20 of liability, reviewing settlement documents, and making himself available for a full day of  
21 mediation.

22 120. Plaintiff's counsel considers this to be a fair and reasonable enhancement.

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

25 **EXHIBITS**

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

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

1 NLJ Billing Survey.

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

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

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

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

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

12 This declaration was executed this 29th day of October, 2024, in Los Angeles, California.

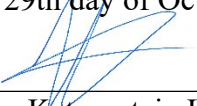
13  
14   
\_\_\_\_\_  
Liane Katzenstein Ly

EXHIBIT "1"

## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff ENVY AZEVEDO (“Plaintiff”) and defendant TULARE NURSING & REHABILITATION HOSPITAL, INC. and TULARE HEALTHCARE & WELLNESS, LP (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *ENVY AZEVEDO, v. TULARE NURSING & REHABILITATION HOSPITAL, INC. et al.*, Case No. VCU293325 initiated on September 14, 2022 and pending in Superior Court of the State of California, County of Tulare.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all persons who are employed or have been employed as an hourly employee by Defendant TULARE NURSING & REHABILITATION HOSPITAL, INC., and TULARE HEALTHCARE & WELLNESS CENTER, LP, in the State of California who worked one or more pay periods during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Tulare.
- 1.8. “Defense Counsel” means Fisher & Phillips LLP.
- 1.9. “Effective Date” means the date when the Court enters Judgment.

- 1.10. “Enhancement Payment” means the payment to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.11. “Gross Settlement Amount” means \$318,500.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “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, Enhancement Payment, PAGA Counsel Fees and Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means KINGSLEY SZAMET & LY and WILSHIRE LAW FIRM, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from September 14, 2021 to May 6, 2024.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s September 14, 2022 and September 23, 2022 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).



- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties, what is left in the after the deduction of attorney’s fees and costs, administration expenses, and an enhancement, to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. “Plaintiff” means ENVY AZEVEDO, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendants” means named Defendant TULARE NURSING & REHABILITATION HOSPITAL, INC. and TULARE HEALTHCARE & WELLNESS CENTER, LP, which will be added as a named defendant through a Second Amended Complaint.

## **2. RECITALS.**

- 2.1. On September 14, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action for (1) Failure to Reimburse Expenses Pursuant to Labor Code § 2802 and 2) Violation of Business & Professions Code § 17200. (Hereafter, the “Class Action”). Plaintiff filed a First Amended Class and Representative Action Complaint on November 21, 2022, adding an additional claim for civil penalties pursuant to Labor Code section 2699, et seq. (“PAGA”) based upon the same alleged Labor Code violations at issue in the complaint.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

Plaintiff commenced a separate action on February 27, 2023 asserting claims against TULARE HEALTHCARE & WELLNESS CENTER, LP on behalf of herself, the State of California and other aggrieved persons for civil penalties under PAGA stemming from allegations of Defendant’s failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain

accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures. (Tulare County Case No. VCU296181).

- 2.3. The Parties entered into a stipulation to dismiss Tulare County Case No. VCU296181 as Plaintiff's individual and PAGA representative claims asserted will be joined into Case No. VCU293325.
- 2.4. Plaintiff's Counsel was provided a copy of an executed arbitration agreement by Plaintiff, governing her employment and the claims alleged in the Class Action, which included a waiver of her right to proceed with the alleged claims on a class-wide basis. Accordingly, on March 10, 2023, the class action allegations were dismissed without prejudice and the remaining PAGA claim was stayed pending mediation or notification by the Parties of the California Supreme Court's *Adolph v. Uber Technologies, Inc.*'s decision.
- 2.5. On May 6, 2024, the Parties participated in an all-day mediation presided over by experienced mediator Honorable Zaven Sinanian, which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data, relevant to both Plaintiff and the aggrieved employees.
- 2.7. In accordance with the settlement reached, Plaintiff will file a Second Amended Complaint adding TULARE HEALTHCARE & WELLNESS CENTER, LP as a named defendant and alleging a cause of action against Defendants for penalties under Labor Code § 2699, et seq., the Private Attorneys General Act ("PAGA") for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 226(a), 210, , 226.3, 226.7, 510, 512, , 1174.5, 1194, , 1197, 1197.1, 1198, , 2802, and IWC Wage Order 5. The Second Amended Complaint is the operative complaint in this Action (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$318,500.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit

any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 and 1/3% which is currently estimated to be \$106,166.67 and PAGA Counsel Litigation Expenses Payment of not more than \$22,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Plaintiff: An Enhancement to the Plaintiff of not more than \$7,500.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. To the extent the Enhancement Payment is less or the Court approves payment less than \$7,500.00, the Enhancement Payment will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Payment. In addition, the Plaintiff shall enter into a separate Individual Settlement and Release Agreement to settle her individual claims.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000.00 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 actual costs, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: After deducting the fees and costs listed in sections 3.2.1 to 3.2.3, PAGA Penalties are to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 406 Aggrieved Employees who worked 12,740 Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Enhancement Payment, the PAGA Counsel Expenses Payment.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

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

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from each and every cause of action pursuant to PAGA asserted against any defendant in Plaintiff's operative Complaint or Notices to the LWDA in the Action, including PAGA penalties for: (1) failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages, in violation of Labor Code sections 204, 510, 1194, 1197, and 1198; (2) failing to provide compliant meal periods in violation of Labor Code section 226.7 and 512; (3) failing to provide compliant rest periods in violation of Labor Code section 226.7; (4) failing to pay timely wages in violation of Labor Code section 204; (5) failing to maintain accurate records of hours worked and meal periods in violation of Labor Code section 1174.5; (6) failing to reimburse business related expenses in violation of Labor Code section 2802; (7) failing to issue accurate itemized wage statements in violation of Labor Code section 226(a); and (8) failing to pay all wages owed at termination in violation of Labor Code sections 201-203, collectively, "Released Claims"). Aggrieved Employees may not opt out of this release.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice only after the Court has approved the settlement and Defendants have fully funded the settlement.

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not

to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

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

## 8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 406 Aggrieved Employees who worked 12,740 Pay Periods during the PAGA Period.

This representation is a material term of this PAGA Settlement Agreement. Based on a review of its records as of the date of the parties’ mediation, Defendant estimates there were 406 Aggrieved Employees who worked a total of 12,740 Pay Periods during the PAGA Period. If the number of pay periods during the PAGA Periods exceeds 12,740 by more than 5% (i.e., 13,377 pay periods), the Gross Settlement Amount shall be increased by the same number of percentage points above 5%. For example, if the actual number of workweeks is determined to be 10% higher than this estimate, the Gross Settlement Amount shall be increased by 5%.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

## 10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the Action have



merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, 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.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 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.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

KINGSLEY SZAMET & LY  
Eric B. Kingsley  
Liane Katzenstein Ly  
Jessica Bulaon

16133 Ventura Blvd., Suite 1200  
Encino, CA 91436

WILSHIRE LAW FIRM  
John G. Yslas  
Diego Aviles  
Harry Erganyan  
Mariam Nazaretyan  
3055 Wilshire Blvd., 12th Floor  
Los Angeles, CA 90010

To Defendant:

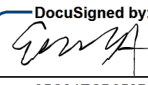
Fisher & Phillips LLP  
Grace Y. Horoupian  
Joshua D. Klein  
2050 Main Street, Suite 1000  
Irvine, California 92614

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

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

**Plaintiff**

Dated: July 25, 2024

DocuSigned by:  
  
ENVY AZEVEDO

**Defendant**

Dated: 8/5/2024

  
TULARE NURSING & REHABILITATION  
HOSPITAL, INC.

**Defendant**

Dated: 8/05/2024

  
TULARE HEALTHCARE & WELLNESS  
CENTER, LP.

Dated: July 25, 2024

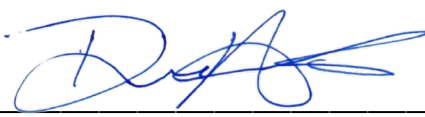
KINGSLEY SZAMET & LY

By: 

Eric B. Kingsley  
Liane Katzenstein Ly  
Jessica Bulaon  
Attorneys for Plaintiff and all aggrieved employees

8/05/2024  
Dated: \_\_\_\_\_

WILSHIRE LAW FIRM

By: 

John G. Yslas  
Diego Aviles  
Harry Erganyan  
Mariam Nazaretyan  
Attorneys for Plaintiff and all aggrieved employees

Dated: 8/05/2024

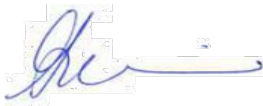
FISHER & PHILLIPS LLP

By: 

Grace Y. Horoupian  
Joshua D. Klein  
Attorneys for Defendant TULARE NURSING &  
REHABILITATION HOSPITAL, INC.

08/05/2024  
Dated: \_\_\_\_\_

FISHER & PHILLIPS LLP

By: 

Grace Y. Horoupian  
Joshua D. Klein  
Attorneys for Defendant TULARE HEALTHCARE  
& WELLNESS CENTER, LP

EXHIBIT "2"

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

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

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



EXHIBIT "3"

# THE WALL STREET JOURNAL.

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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.

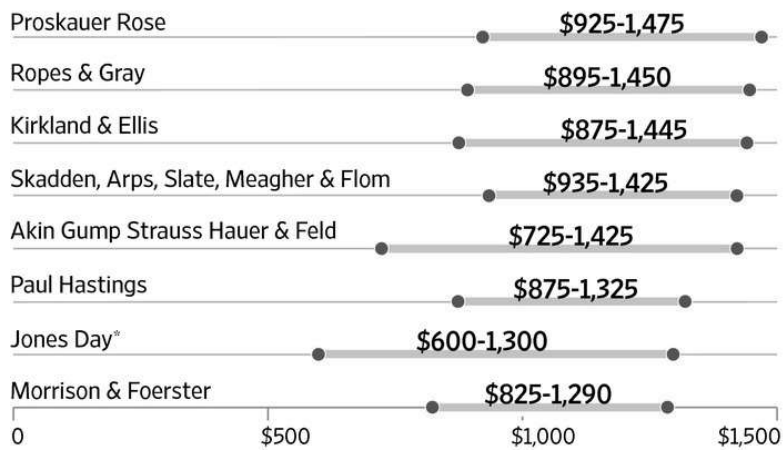
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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.”

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EXHIBIT "4"

# LAFFEY MATRIX

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

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

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

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

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



EXHIBIT "5"



Tulare Nursing & Rehabilitation Center adv. Azevedo, Envy

Envy Azevedo • [REDACTED] • [REDACTED]

Historic Cost

\$10,089.49

Postage Cost

Created: 7/1/2022 at 8:05 PM

|                                            |                          |
|--------------------------------------------|--------------------------|
| <b>Trialworks TaskCode</b><br>Postage Cost | <b>Payee</b><br>DocuSign |
| <b>Date Incurred</b><br>6/20/2022          |                          |

\$5.80

Postage Cost

Created: 6/28/2022 at 9:33 AM

|                                            |                                                                                                |
|--------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>Postage Cost | <b>Notes</b><br>Initial Records Request Letter to Def<br>Initial Records Request Letter to Def |
| <b>Date Incurred</b><br>6/28/2022          |                                                                                                |

\$7.33

Created: 6/28/2022 at 9:33 AM

|                                      |                                                                                                |
|--------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>Copies | <b>Payee</b><br>Paper Cut                                                                      |
| <b>Date Incurred</b><br>6/28/2022    | <b>Notes</b><br>Initial Records Request Letter to Def<br>Initial Records Request Letter to Def |

\$0.20

Created: 7/25/2022 at 4:00 PM

|                                      |                                                                                                      |
|--------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>Copies | <b>Payee</b><br>Paper Cut                                                                            |
| <b>Date Incurred</b><br>7/25/2022    | <b>Notes</b><br>Follow-up records request letter to Def.<br>Follow-up records request letter to Def. |

\$0.20

Postage Cost

Created: 7/25/2022 at 4:02 PM

|                                            |                                                                                                                                        |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>Postage Cost | <b>Notes</b><br>Follow-up records request letter to Def. via cert mailing<br>Follow-up records request letter to Def. via cert mailing |
| <b>Date Incurred</b><br>7/25/2022          |                                                                                                                                        |

\$7.82

Postage Cost

Created: 8/9/2022 at 4:04 PM

Trialworks TaskCode

Postage Cost

Date Incurred

8/9/2022

Notes

Third records request to Def via cert mailing

Third records request to Def via cert mailing

\$7.82

Created: 8/9/2022 at 4:04 PM



Trialworks TaskCode

Copies

Date Incurred

8/9/2022

Payee

Paper Cut

Notes

Third records request to Def

Third records request to Def

\$0.20

Filing Fee

Created: 9/29/2022 at 4:23 PM

Trialworks TaskCode

filing fee

Date Incurred

9/6/2022

Payee

One Legal

Description

OLINV#04349113 TN 9.6.22

\$89.57

Filing Fee

Created: 9/14/2022 at 9:23 AM

Trialworks TaskCode

filing fee

Date Incurred

9/14/2022

Payee

LWDA

Description

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

Docs

 State of California - Department of Industrial Relations Cus... 

\$75.00

Postage Cost

Created: 9/14/2022 at 10:14 AM

Trialworks TaskCode

Postage Cost

Date Incurred

9/14/2022

Notes

PAGA Letter to Def via cert mailing

PAGA Letter to Def via cert mailing

\$7.82

Created: 9/14/2022 at 10:14 AM

Trialworks TaskCode

Copies

Date Incurred

9/14/2022

\$0.20

https://kingsleykingsley.filevineapp.com/##/project/10701026/custom/expenses19896?page=1

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|                           |                                                          |
|---------------------------|----------------------------------------------------------|
| <b>Payee</b><br>Paper Cut | <b>Notes</b><br>PAGA Letter to Def<br>PAGA Letter to Def |
|---------------------------|----------------------------------------------------------|

|                                                                                                                                          |                                                                                                                                                                                                            |                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <div>Filing Fee</div> <div>Created: 10/5/2022 at 12:08 PM</div>                                                                          |                                                                                                                                                                                                            | \$1,493.24                                                                          |
| <div><b>Trialworks TaskCode</b><br/>filing fee</div> <div><b>Date Incurred</b><br/>9/14/2022</div> <div><b>Payee</b><br/>One Legal</div> | <div><b>Description</b><br/>OLINV#04368586 TN 9.14.22</div> <div><b>Docs</b><br/> OLINV#04368586 TN 9.14.22.pdf ▾</div> |  |

|                                                                                                      |                                                                             |        |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------|
| <div>Postage Cost</div> <div>Created: 9/28/2022 at 10:27 AM</div>                                    |                                                                             | \$0.57 |
| <div><b>Trialworks TaskCode</b><br/>Postage Cost</div> <div><b>Date Incurred</b><br/>9/28/2022</div> | <div><b>Description</b><br/>Ntc of Cts Ntc of Case Assignment and CMC</div> |        |

|                                                                                                |                                                                                                                  |        |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------|
| <div>Created: 9/28/2022 at 10:28 AM</div>                                                      |                                                                                                                  | \$0.30 |
| <div><b>Trialworks TaskCode</b><br/>Copies</div> <div><b>Date Incurred</b><br/>9/28/2022</div> | <div><b>Payee</b><br/>PaperCut</div> <div><b>Description</b><br/>Ntc of Cts Ntc of Case Assignment and CMC</div> |        |

|                                                                                                                                          |                                                                                                                                                                                                              |         |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <div>Filing Fee</div> <div>Created: 10/14/2022 at 1:20 PM</div>                                                                          |                                                                                                                                                                                                              | \$83.13 |
| <div><b>Trialworks TaskCode</b><br/>filing fee</div> <div><b>Date Incurred</b><br/>9/28/2022</div> <div><b>Payee</b><br/>One Legal</div> | <div><b>Description</b><br/>OLINV#04406112 TN 9.28.22</div> <div><b>Docs</b><br/> OLINV#04406112 TN 9.28.22.pdf ▾</div> |         |

|                                                                                                    |                                                                                                   |         |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------|
| <div>Filing Fee</div> <div>Created: 10/14/2022 at 1:42 PM</div>                                    |                                                                                                   | \$16.94 |
| <div><b>Trialworks TaskCode</b><br/>filing fee</div> <div><b>Date Incurred</b><br/>9/29/2022</div> | <div><b>Payee</b><br/>One Legal</div> <div><b>Description</b><br/>OLINV#04406497 TN 9.29.22</div> |         |

Docs

 OLINV#04406497 TN 9.29.22.pdf 

Process Server Fee

\$155.73

Created: 11/11/2022 at 12:49 PM

Trialworks TaskCode

costs

Date Incurred

10/6/2022

Payee

OnCall

Description

OCINV#287246 Tulare Nursing paid 10.6.22

Docs

 OCINV#287246 Tulare Nursing paid 10.6.22.pdf 

Filing Fee

\$88.79

Created: 12/20/2022 at 1:29 PM

Trialworks TaskCode

filing fee

Date Incurred

11/21/2022

Payee

One Legal

Description

OLINV#04547857 TN 11.21.22

Docs

 OLINV#04547857 TN 11.21.22.pdf 

Filing Fee

\$16.94

Created: 12/20/2022 at 1:50 PM

Trialworks TaskCode

filing fee

Date Incurred

11/22/2022

Payee

One Legal

Description

OLINV#04550180 TN 11.22.22

Docs

 OLINV#04550180 TN 11.22.22.pdf 

Process Server Fee

\$158.73

Created: 12/29/2022 at 1:09 PM

Trialworks TaskCode

costs

Date Incurred

12/27/2022

Payee

OnCall

Description

OCINV#299153 TN paid 12.27.22

Docs

 OCINV#299153 TN paid 12.27.22.pdf 

Photocopying Cost

\$0.70

Created: 1/3/2023 at 10:25 AM

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|                                                                                                                  |                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <div><div>Trialworks TaskCode</div><div>costs</div></div> <div><div>Date Incurred</div><div>1/3/2023</div></div> | <div><div>Payee</div><div>K&amp;K</div></div> <div><div>Description</div><div>copies</div></div> |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|

|                                                                                                                  |                                                                                                        |                                                                                                |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <div>Postage Cost</div> <div>Created: 1/3/2023 at 10:26 AM</div>                                                 |                                                                                                        | \$0.81                                                                                         |
| <div><div>Trialworks TaskCode</div><div>costs</div></div> <div><div>Date Incurred</div><div>1/3/2023</div></div> | <div><div>Payee</div><div>Pitney Bowes</div></div> <div><div>Description</div><div>postage</div></div> | <div></div> |

|                                                                                                                                                                       |                                                                                                                                                                                                                                                      |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <div>Filing Fee</div> <div>Created: 1/5/2023 at 12:32 PM</div>                                                                                                        |                                                                                                                                                                                                                                                      | \$16.94 |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div> <div><div>Date Incurred</div><div>1/3/2023</div></div> <div><div>Payee</div><div>One Legal</div></div> | <div><div>Description</div><div>OLINV#04641092 TN 1.3.23</div></div> <div><div>Docs</div><div><div> OLINV#04641092 TN 1.3.23.pdf</div> <div>▼</div></div></div> |         |

|                                                                                                                                                                        |                                                                                                                                                                                                                                                        |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <div>Filing Fee</div> <div>Created: 1/23/2023 at 12:19 PM</div>                                                                                                        |                                                                                                                                                                                                                                                        | \$84.16 |
| <div><div>Trialworks TaskCode</div><div>filing fee</div></div> <div><div>Date Incurred</div><div>1/10/2023</div></div> <div><div>Payee</div><div>One Legal</div></div> | <div><div>Description</div><div>OLINV#04661131 TN 1.10.23</div></div> <div><div>Docs</div><div><div> OLINV#04661131 TN 1.10.23.pdf</div> <div>▼</div></div></div> |         |

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|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------|
| <div>Postage Cost</div> <div>Created: 1/25/2023 at 12:49 PM</div>                                                        |                                                                                                                                         | \$8.82 |
| <div><div>Trialworks TaskCode</div><div>Postage Cost</div></div> <div><div>Date Incurred</div><div>1/25/2023</div></div> | <div><div>Notes</div><div>PI's default letter to def via cert mailing</div><div>PI's default letter to def via cert mailing</div></div> |        |





Tulare Nursing & Rehabilitation Center adv. Azevedo, Envy

Envy Azevedo • [REDACTED] • [REDACTED]

Historic Cost

|                                                                                                    |                                                                                                   |                                                                                                                                   |             |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------|
|                                                                                                    |                                                                                                   |                                                                                                                                   | \$10,089.49 |
| Created: 1/25/2023 at 12:50 PM                                                                     |                                                                                                   |                                                                                                                                   | \$1.90      |
| <div><b>Trialworks TaskCode</b><br/>Copies</div> <div><b>Date Incurred</b><br/>1/25/2023</div>     | <div><b>Payee</b><br/>Paper Cut</div>                                                             | <div><b>Notes</b><br/>Copy of PI's default letter for mailing to def<br/>Copy of PI's default letter for mailing to def</div>     |             |
| Photocopying Cost                                                                                  |                                                                                                   |                                                                                                                                   | \$2.30      |
| Created: 1/25/2023 at 1:18 PM                                                                      |                                                                                                   |                                                                                                                                   |             |
| <div><b>Trialworks TaskCode</b><br/>costs</div> <div><b>Date Incurred</b><br/>1/25/2023</div>      | <div><b>Payee</b><br/>K&amp;K</div> <div><b>Description</b><br/>copies</div>                      |                                                                                                                                   |             |
| Postage Cost                                                                                       |                                                                                                   |                                                                                                                                   | \$1.98      |
| Created: 1/25/2023 at 1:20 PM                                                                      |                                                                                                   |                                                                                                                                   |             |
| <div><b>Trialworks TaskCode</b><br/>costs</div> <div><b>Date Incurred</b><br/>1/25/2023</div>      | <div><b>Payee</b><br/>Pitney Bowes</div> <div><b>Description</b><br/>postage</div>                |                                                                                                                                   |             |
| Filing Fee                                                                                         |                                                                                                   |                                                                                                                                   | \$17.40     |
| Created: 2/15/2023 at 12:18 PM                                                                     |                                                                                                   |                                                                                                                                   |             |
| <div><b>Trialworks TaskCode</b><br/>filing fee</div> <div><b>Date Incurred</b><br/>1/26/2023</div> | <div><b>Payee</b><br/>One Legal</div> <div><b>Description</b><br/>OLINV#04700690 TN 1.26.23</div> | <div><b>Docs</b><br/> OLINV#04700690 TN 1.26.23.pdf ▾</div>                                                                       |             |
| Filing Fee                                                                                         |                                                                                                   |                                                                                                                                   | \$88.28     |
| Created: 2/16/2023 at 1:14 PM                                                                      |                                                                                                   |                                                                                                                                   |             |
| <div><b>Trialworks TaskCode</b><br/>filing fee</div> <div><b>Date Incurred</b><br/>1/31/2023</div> | <div><b>Payee</b><br/>One Legal</div> <div><b>Description</b><br/>OLINV#04716184 TN 1.31.23</div> | <div><b>Docs</b><br/> OLINV#04716184 TN 1.31.23.pdf ▾</div>                                                                       |             |
| Postage Cost                                                                                       |                                                                                                   |                                                                                                                                   | \$0.60      |
| Created: 2/23/2023 at 3:41 PM                                                                      |                                                                                                   |                                                                                                                                   |             |
| <div><b>Trialworks TaskCode</b><br/>Postage Cost</div>                                             | <div><b>Date Incurred</b><br/>2/23/2023</div>                                                     | <div><b>Notes</b><br/>PI's notice of disassociation via US mail to Def<br/>PI's notice of disassociation via US mail to Def</div> |             |

|                                      |                           |                                                                                                                              |
|--------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Created: 2/23/2023 at 3:42 PM        |                           | \$0.30                                                                                                                       |
| <b>Trialworks TaskCode</b><br>Copies | <b>Payee</b><br>Paper Cut | <b>Notes</b><br>Copy of PI's notice of disassociation to mail to Def<br>Copy of PI's notice of disassociation to mail to Def |
| <b>Date Incurred</b><br>2/23/2023    |                           |                                                                                                                              |

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|------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                               |                                                 | \$83.13                                                                                                                            |
| Created: 3/2/2023 at 1:41 PM             |                                                 |                                                                                                                                    |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#04789268 TN 2.28.23.pdf ▾ |
| <b>Date Incurred</b><br>2/28/2023        | <b>Description</b><br>OLINV#04789268 TN 2.28.23 |                                                                                                                                    |

|                                          |                                                 |                                                                                                                                      |
|------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                               |                                                 | \$18.43                                                                                                                              |
| Created: 3/2/2023 at 10:12 AM            |                                                 |                                                                                                                                      |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#04776328 TN 2.23.23.pdf ▾ |
| <b>Date Incurred</b><br>3/2/2023         | <b>Description</b><br>OLINV#04776328 TN 2.23.23 |                                                                                                                                      |

|                                          |                                                |                                                                                                                                     |
|------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                               |                                                | \$19.46                                                                                                                             |
| Created: 3/14/2023 at 3:43 PM            |                                                |                                                                                                                                     |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                      | <b>Docs</b><br> OLINV#04808744 TN 3.7.22.pdf ▾ |
| <b>Date Incurred</b><br>3/7/2023         | <b>Description</b><br>OLINV#04808744 TN 3.7.22 |                                                                                                                                     |

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|------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                               |                                                 | \$83.90                                                                                                                              |
| Created: 3/23/2023 at 9:27 AM            |                                                 |                                                                                                                                      |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#04820616 TN 3.10.23.pdf ▾ |
| <b>Date Incurred</b><br>3/10/2023        | <b>Description</b><br>OLINV#04820616 TN 3.10.23 |                                                                                                                                      |

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|------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Filing Fee                               |                                                 | \$19.46                                                                                                                              |
| Created: 8/24/2023 at 12:55 PM           |                                                 |                                                                                                                                      |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#05256094 TN 8.23.23.pdf ▾ |
| <b>Date Incurred</b><br>8/23/2023        | <b>Description</b><br>OLINV#05256094 TN 8.23.23 |                                                                                                                                      |

|                                |  |            |
|--------------------------------|--|------------|
| Mediation Cost                 |  | \$6,700.00 |
| Created: 9/12/2023 at 12:15 PM |  |            |
|                                |  |            |



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|-------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>costs | <b>Payee</b><br>Signature Resolution                                                             | <b>Docs</b><br> Signature Resolution INV#51457 Re Tul...  ▾ |
| <b>Date Incurred</b><br>9/12/2023   | <b>Description</b><br>Signature Resolution INV#51457 Re Tulare<br>Nursing Mediation paid 9.12.23 |                                                                                                                                                |

|                                          |                                                 |                                                                                                                                     |
|------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Filing Fee</b>                        |                                                 | <b>\$77.21</b>                                                                                                                      |
| <i>Created: 9/21/2023 at 11:05 AM</i>    |                                                 |                                                                                                                                     |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#05312446 TN 9.13.23.pdf  ▾ |
| <b>Date Incurred</b><br>9/13/2023        | <b>Description</b><br>OLINV#05312446 TN 9.13.23 |                                                                                                                                     |

|                                            |                          |                                                                      |
|--------------------------------------------|--------------------------|----------------------------------------------------------------------|
| <b>Postage Cost</b>                        |                          | <b>\$5.80</b>                                                        |
| <i>Created: 4/2/2024 at 10:27 AM</i>       |                          |                                                                      |
| <b>Trialworks TaskCode</b><br>Postage Cost | <b>Payee</b><br>DocuSign | <b>Notes</b><br>updated ntc of mediation<br>updated ntc of mediation |
| <b>Date Incurred</b><br>4/1/2024           |                          |                                                                      |

|                                          |                                                 |                                                                                                                                       |
|------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Filing Fee</b>                        |                                                 | <b>\$77.21</b>                                                                                                                        |
| <i>Created: 5/16/2024 at 1:38 PM</i>     |                                                 |                                                                                                                                       |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#05962680 TN 4.30.24.pdf  ▾ |
| <b>Date Incurred</b><br>4/30/2024        | <b>Description</b><br>OLINV#05962680 TN 4.30.24 |                                                                                                                                       |

|                                          |                                                 |                                                                                                                                       |
|------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Filing Fee</b>                        |                                                 | <b>\$22.55</b>                                                                                                                        |
| <i>Created: 5/16/2024 at 3:25 PM</i>     |                                                 |                                                                                                                                       |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#05964294 TN 4.30.24.pdf  ▾ |
| <b>Date Incurred</b><br>4/30/2024        | <b>Description</b><br>OLINV#05964294 TN 4.30.24 |                                                                                                                                       |

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|------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Filing Fee</b>                        |                                                 | <b>\$20.49</b>                                                                                                                        |
| <i>Created: 5/23/2024 at 2:11 PM</i>     |                                                 |                                                                                                                                       |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#06044351 TN 5.17.24.pdf  ▾ |
| <b>Date Incurred</b><br>5/17/2024        | <b>Description</b><br>OLINV#06044351 TN 5.17.24 |                                                                                                                                       |

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|------------------------------------------|-----------------------------------|---------------------------|
| <b>Filing Fee</b>                        |                                   | <b>\$77.21</b>            |
| <i>Created: 5/23/2024 at 4:18 PM</i>     |                                   |                           |
| <b>Trialworks TaskCode</b><br>filing fee | <b>Date Incurred</b><br>5/21/2024 | <b>Payee</b><br>One Legal |

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|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b><br>OLINV#06049072 TN 5.21.24 | <b>Docs</b><br> OLINV#06049072 TN 5.21.24.pdf ▾ |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

Filing Fee

\$77.21

Created: 7/11/2024 at 6:53 AM

|                                     |                                                |                                                                                                                                   |
|-------------------------------------|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>costs | <b>Payee</b><br>One Legal                      | <b>Docs</b><br> OLINV#06176015 TN 7.3.24.pdf ▾ |
| <b>Date Incurred</b><br>7/3/2024    | <b>Description</b><br>OLINV#06176015 TN 7.3.24 |                                                |

Filing Fee

\$46.22

Created: 7/11/2024 at 9:46 AM

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|-------------------------------------|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>costs | <b>Payee</b><br>One Legal                      | <b>Docs</b><br> OLINV#06183169 TN 7.8.24.pdf ▾ |
| <b>Date Incurred</b><br>7/8/2024    | <b>Description</b><br>OLINV#06183169 TN 7.8.24 |                                                                                                                                   |

Filing Fee

\$77.21

Created: 8/1/2024 at 7:20 AM

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|-------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>costs | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#06218935 TN 7.23.24.pdf ▾ |
| <b>Date Incurred</b><br>7/23/2024   | <b>Description</b><br>OLINV#06218935 TN 7.23.24 |                                                                                                                                      |

\$5.80

Created: 7/25/2024 at 11:59 AM

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|--------------------------------------------|---------------------------------------|--|
| <b>Trialworks TaskCode</b><br>Postage Cost | <b>Payee</b><br>DocuSign              |  |
| <b>Date Incurred</b><br>7/25/2024          | <b>Description</b><br>PAGA Settlement |  |

Filing Fee

\$26.66

Created: 8/1/2024 at 1:27 PM

|                                     |                                                 |                                                                                                                                      |
|-------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>costs | <b>Payee</b><br>One Legal                       | <b>Docs</b><br> OLINV#06233190 TN 7.27.24.pdf ▾ |
| <b>Date Incurred</b><br>7/27/2024   | <b>Description</b><br>OLINV#06233190 TN 7.27.24 |                                                                                                                                      |

Filing Fee

\$25.63

Created: 8/14/2024 at 1:21 PM

|                                     |                                                |                                                                                                                                     |
|-------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trialworks TaskCode</b><br>costs | <b>Payee</b><br>One Legal                      | <b>Docs</b><br> OLINV#06267773 TN 8.8.24.pdf ▾ |
| <b>Date Incurred</b><br>8/8/2024    | <b>Description</b><br>OLINV#06267773 TN 8.8.24 |                                                                                                                                     |



Tulare Nursing & Rehabilitation Center adv. Azevedo, Envy

Envy Azevedo • [redacted] • [redacted]

Historic Cost

|                                            |                                                 |                                                                                                                                        |             |
|--------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------|
|                                            |                                                 |                                                                                                                                        | \$10,089.49 |
| Filing Fee                                 |                                                 |                                                                                                                                        | \$77.21     |
| Created: 8/14/2024 at 1:25 PM              |                                                 |                                                                                                                                        |             |
| <b>Trialworks TaskCode</b><br>costs        | <b>Payee</b><br>One Legal                       | <b>Docs</b><br>PDF OLINV#06268779 TN 8.8.24.pdf ▼                                                                                      |             |
| <b>Date Incurred</b><br>8/8/2024           | <b>Description</b><br>OLINV#06268779 TN 8.8.24  |                                                                                                                                        |             |
| Filing Fee                                 |                                                 |                                                                                                                                        | \$25.17     |
| Created: 8/29/2024 at 2:59 PM              |                                                 |                                                                                                                                        |             |
| <b>Trialworks TaskCode</b><br>costs        | <b>Payee</b><br>One Legal                       | <b>Docs</b><br>PDF OLINV#06323154 TN 8.28.24.pdf ▼                                                                                     |             |
| <b>Date Incurred</b><br>8/28/2024          | <b>Description</b><br>OLINV#06323154 TN 8.28.24 |                                                                                                                                        |             |
| Filing Fee                                 |                                                 |                                                                                                                                        | \$77.21     |
| Created: 8/30/2024 at 1:58 PM              |                                                 |                                                                                                                                        |             |
| <b>Trialworks TaskCode</b><br>costs        | <b>Payee</b><br>One Legal                       | <b>Docs</b><br>PDF OLINV#06326450 TN 8.29.24.pdf ▼                                                                                     |             |
| <b>Date Incurred</b><br>8/29/2024          | <b>Description</b><br>OLINV#06326450 TN 8.29.24 |                                                                                                                                        |             |
| Postage Cost                               |                                                 |                                                                                                                                        | \$5.80      |
| Created: 8/30/2024 at 3:55 PM              |                                                 |                                                                                                                                        |             |
| <b>Trialworks TaskCode</b><br>Postage Cost | <b>Payee</b><br>DocuSign                        | <b>Notes</b><br>Client dec ISO PAGA mtn for review/signature via DocuSign<br>Client dec ISO PAGA mtn for review/signature via DocuSign |             |
| <b>Date Incurred</b><br>8/30/2024          |                                                 |                                                                                                                                        |             |

# EXHIBIT "6"

(Proof of Submission to LWDA)

## Michelle Tanzer

---

**From:** DIR PAGA Unit <no-reply@formassembly.com>  
**Sent:** Tuesday, October 29, 2024 11:17 AM  
**To:** Michelle Tanzer  
**Subject:** Thank you for your Proposed Settlement Submission

**External Email!**

10/29/2024 11:15:42 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)



State of California  
Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \*

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

**The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.**

#### Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*

Your Zip/Postal Code \*

## Court and Hearing Information

Court \*

Tulare

Court Case Number \*

VCU293325

Hearing Date (if any)

November 21, 2024

Hearing Time

8:30 am

Hearing Location

Dept. 1

Number of aggrieved employees \*

406

Gross settlement amount \*

318,500

Gross penalty amount \*

178,517.70

Penalties to LWDA \*

133,888.28

Date of proposed settlement \*

08/05/2024

## Proposed Settlement and Other Documents

Proposed Settlement \*

 PAGA Motion.pdf

Other Attachment (if any)

 LKL Dec ISO P...Appvl Mtn.pdf

Other Attachment (if any)

 Client Dec ISO PAGA Mtn.pdf[Remove](#)

Other Attachment (if any)

 ILYM Group D...Appvl Mtn.pdf[Remove](#)

Other Attachment (if any)

 Yslas Decl.pdf[Remove](#)

Other Attachment (if any)

 Proposed Final Order.pdf[Remove](#)

Other Attachment (if any)

 Proposed Final Judgment.pdf[Remove](#)[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY:** All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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**(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 October 29, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

**FISHER & PHILLIPS, LLP**

Grace Y. Horoupian

[ghoroupian@fisherphillips.com](mailto:ghoroupian@fisherphillips.com)

Joshua D. Klein

[jdklein@fisherphillips.com](mailto:jdklein@fisherphillips.com)

Kristina Buan

[kbuan@fisherphillips.com](mailto:kbuan@fisherphillips.com)

2050 Main Street, Suite 1000

Irvine, CA 92614

**WILSHIRE LAW FIRM**

John G. Yslas

[john.yslas@wilshirelawfirm.com](mailto:john.yslas@wilshirelawfirm.com)

Diego Aviles

[diego.aviles@wilshirelawfirm.com](mailto:diego.aviles@wilshirelawfirm.com)

Harry Erganyan

[harry.erganyan@wilshirelawfirm.com](mailto:harry.erganyan@wilshirelawfirm.com)

Mariam Nazaretyan

[mariam.nazaretyan@wilshirelawfirm.com](mailto:mariam.nazaretyan@wilshirelawfirm.com)

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

**[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 October 29, 2024, at Encino, California.

  
\_\_\_\_\_  
Michelle Tanzer