Steven I. Azizi (SBN 322719)
Sevada Hakopian (SBN 330602)
MIRACLE MILE LAW GROUP LLP
750 N. San Vicente Blvd., Suite RW1000
West Hollywood, California 90069
Tel: (213) 433-3588
Fax: (888) 224-4132
steven@miraclemilelaw.com
sevada@miraclemilelaw.com

Attorneys for Plaintiff DANA MARIA SEPULVEDA MORALES, on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

DANA MARIA SEPULVEDA MORALES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION, a California Corporation; DAVID S. KIM; an individual; PAUL K. ROW; an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: **25CV001559**

[*Assigned to Hon. Joseph J. Solga - Dept. B*]

DECLARATION OF SEVADA HAKOPIAN IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Hearing date: September 4, 2026
Time: 8:30 AM
Dept.: B

[Filed concurrently herewith: Plaintiff's Motion for Approval of PAGA Settlement; Declaration of Dana Maria Sepulveda Morales In Support Thereof; Declaration of Steven I. Azizi In Support Thereof; [Proposed] Order]

Complaint Filed: July 29, 2025
Trial Date: None Set

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DECLARATION OF SEVADA HAKOPIAN

1. I am an attorney licensed to practice law in the State of California and have been admitted to practice before this Court. I am an attorney with Miracle Mile Law Firm, LLP and Counsel of record for Plaintiff Dana Maria Sepulveda Morales ("Plaintiff") in this matter. I know all of the following facts of my own personal knowledge and if called as a witness in this matter, I would testify competently thereto.

2. This Declaration is submitted in support of Plaintiff's Motion for Approval of a Private Attorneys General Act ("PAGA") Settlement.

COUNSEL'S INVESTIGATION

3. Plaintiff was employed as a non-exempt employee by Defendants Eye Care Center of Napa Valley, a medical corporation, David S. Kim, and Paul K. Row (collectively, the "Eye Care Defendants") (Plaintiff and the Eye Care Defendants shall be, at times, collectively referred to as the "Parties"). Based on a review of their records to date, the Eye Care Defendants estimate there are 1,112 pay periods from May 22, 2024 to December 1, 2025 mediation. The PAGA Period is defined as May 22, 2024 to January 15, 2026 (the "PAGA Period").

4. On or about May 22, 2025, Plaintiff submitted a letter to the California Labor Workforce Development Agency ("LWDA") to notify the LWDA pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA for violations of Labor Code in accordance with Labor Code section 2699.3, subd. (a).

5. On or about July 29, 2025, Plaintiff filed a putative class and representative action lawsuit in the Napa County Superior Court, Case No: 25CV001559, alleging the following causes of action: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) failure to pay timely wages; (7) failure to indemnify; (9) penalties pursuant to [PAGA]; and (10) violation of the Unfair Competition Law (the "Operative Complaint" or the "Action").

6. On or about December 1, 2025, the Parties attended a full-day mediation with respected mediator Gayle L. Eskridge of Eskridge Law & Mediation. Although the Action did not settle at mediation, the Parties were able to resolve the Action shortly thereafter by the assistance

of the mediator and continued discussions among counsel for the Parties.

7. In preparation for mediation, the Parties exchanged various documents and information including wage and hour policies used by the Eye Care Defendants during the Class and the PAGA Period, time keeping and payroll information for Plaintiff, time keeping and payroll information for Class and PAGA Members for the entire Class and PAGA Period, and mediation information (i.e., pay period information for the Class and PAGA Period, group size, total number of current and former employees). During the process Plaintiff's Counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of Class and PAGA damages, interviews of the named Plaintiff and other Class and PAGA Members, potential trial management issues, and appellate issues and risks.

8. Thereafter, on or around March 4, 2026, the Court granted the Parties "Joint Stipulation to Dismiss Class Claims (With Prejudice As To Plaintiff Only)". Plaintiff's causes of action 1 through 8, and 10, were dismissed, while Plaintiff's representative claim under PAGA remains pending and subject to Court Approval.

9. After a full-day mediation with respected mediator Gayle L. Eskridge and through additional discussions, Plaintiff and Plaintiff's Counsel concluded—after considering the sharply disputed factual and legal issues involved on the Class and PAGA claims, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the agreement—that settlement was in the best interest of the representative Plaintiff, the LWDA, and the PAGA Members and is fair and reasonable and furthers the purpose of the PAGA to enforce the Labor Code.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE

10. To assist the Court with determining if the proposed settlement is within a range that is fair, reasonable, and adequate, Plaintiff's counsel analyzed the value of pleaded allegations. As stated above, the settlement was reached only after exchanging informal discovery prior and conducting legal analyses of both Plaintiff's and the Eye Care Defendants' theories. Plaintiff's Counsel reviewed all time and pay records for aggrieved employees. The data showed that at the time there were approximately 1,112 pay periods through December 1, 2025 mediation.

Importantly, "PAGA Member" means all current and former non-exempt employees of the Eye Care Defendants.

11. Failure to Pay Unpaid Wages: Plaintiff alleged that the Eye Care Defendants instituted and maintained a policy whereby employees continuously worked off-the-clock and were not compensated for all the time that Plaintiff and PAGA Members were "suffered to or permitted to work," or otherwise under the Eye Care Defendants' control. Plaintiff alleged that the Eye Care Defendants routinely understaffed their locations during periods of heavy workload which caused employees to assist patients off-the-clock approximately one to ten minutes per week. Furthermore, Plaintiff alleged that the Eye Care Defendants required employees to travel to the St. Helena and/or American Canyon offices during their meal periods while off-the-clock, which deprived employees of compensation for travel time but also resulted in non-compliant meal periods for those workdays. Lastly, Plaintiff alleged that the Eye Care Defendants instructed Plaintiff and PAGA Members at least once or twice a month to clock out for their meal periods and then attend office or sales meetings without compensation or the required meal-period premium. The Eye Care Defendants argued that they had compliant policies and paid Plaintiff and PAGA Members for all time worked, and that no off-the-clock work occurred or was permitted. They further provided policies which informed Plaintiff and PAGA Members that no off-the-clock work was permitted and if instructed by anyone to work off-the-clock, to report the directive immediately to the Executive Director. For these reasons, the Eye Care Defendants argued there were significant defenses to the unpaid wages claims which warranted a significant discount.

12. Failure to Provide All Meal Periods pursuant to Labor Code sections 226.7, 512, and 1198: Plaintiff alleged that the Eye Care Defendants' service demands prevented Plaintiff and PAGA Members from taking compliant meal periods. Notably, Plaintiff alleged that the Eye Care Defendants did not schedule meal periods as stated in the employee handbook and deprived employees of their compliant, off-duty, meal periods. Plaintiff further alleged that employees would clock-out for their meal periods and continued to work to complete their assignments in violation of California law. Plaintiff argued that the time records analyzed showed facial violations and Plaintiff did not believe that the Eye Care Defendants had evidence to rebut this presumption,

name.

Notwithstanding the above, the Eye Care Defendants contended that they provided employees with handbooks with legally compliant meal periods providing for the timing and number of meal periods employees were to receive, and that in practice, employees did in fact receive compliant meal periods and/or meal period premiums. Accordingly, Plaintiff had to account for the Eye Care Defendants' evidence that it had a written policies in place (including a meal break waiver form) and paid meal period premiums during the PAGA Period, as well as the practical policies, that complied with California law, and whether Defendants could establish that employees were aware of the policy and when a meal wasn't shown in the time records as being taken or was taken untimely, it was the employees' choice rather than pursuant to the Eye Care Defendants' policies.

13. **Failure to Provide All Rest Periods pursuant to Labor Code sections 226.7 and 1198:** Similar to the meal period violations, Plaintiff alleged that the Eye Care Defendants failed to provide rest periods at legally compliant intervals of every four hours worked or "major fraction" thereof and/or failed to provide rest periods that were at a net 10-minutes or duty-free. Plaintiff alleged that employees rarely received both full 10-minute rest breaks on any given day while employed by the Eye Care Defendants because of their policy of understaffing their locations that prevented employees from taking compliant rest breaks. Further, Plaintiff argued that the Eye Care Defendants informed employees that "drinking water or refilling your water bottle," constituted a rest period, even though employees were not relieved of all duty during that time, and no rest break premiums were paid during the PAGA Period.

However, since PAGA Members did not clock in or out for rest breaks, any potential violation is difficult to track; especially where, as here, the Eye Care Defendants had a legally compliant rest period policy during the PAGA Period. The Eye Care Defendants also provided Plaintiff and PAGA Members with a policy acknowledgement informing them of their rights to take compliant rest periods. Further, the Eye Care Defendants contended that if an employee did not receive a rest period, it was the employee's choice rather than pursuant to the Eye Care Defendants' practices or policies. The Eye Care Defendants also raised the fact that California law

did not require recording of rest breaks and that the Eye Care Defendants' time records could not be used as evidence of rest break violations or to calculate damages. Thus, the maximum value should be adjusted to reflect the Eye Care Defendants' defenses and the risks involved in proving the rest period claim in light of the fact that there are no records.

14. Wage Statement Penalties Pursuant to Labor Code section 226: Plaintiff further alleged that due to the Eye Care Defendants' policies, failure to pay minimum wages, overtime wages, and meal and rest premiums, the Eye Care Defendants failed to provide Plaintiff and PAGA Members accurate wage statements in accordance with the California Labor Code. The penalty for a violation of section 226 is a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation. (Labor Code § 226.3.) In addition, an employee "suffering injury as a result of a knowing and intentional failure by an employer" can seek damages of $100 per pay period, up to a maximum of $4,000. (Labor Code § 226(e).) The employee's attorney is also "entitled to an award of costs and reasonable attorney's fees." (Labor Code § 226(e).)

However, this violation was subject to the defenses for the unpaid wages and meal period and rest period violations because it was derivative, and as explained above, the Eye Care Defendants contend that no such violations occurred. The Eye Care Defendants also argued that they did not willfully fail to pay wages due at termination and therefore it did not violate Labor Code §203.

15. Failure to Reimburse Work Expenses pursuant to Labor Code Section 2802: Plaintiff alleged that the Eye Care Defendants failed to indemnify Plaintiff and PAGA Members for all necessary expenditures and losses incurred in direct consequence of the discharge of their duties. Specifically, Plaintiff alleged that the Eye Care Defendants required non-exempt employees to use their personal cell phones for work-related purposes – Plaintiff alleged that the Eye Care Defendants mandated all employees to install "Paychex" application on their personal phones to clock-in and out while traveling to other offices, to request time off from work, to review wage statements, and so forth. Based on pay records of PAGA Members, Plaintiff theorized that the Eye Care Defendants failed to provide adequate reimbursement for PAGA Members cell phone use.

As such, one calculation performed at mediation by Plaintiff resulted in the Eye Care Defendants' maximum exposure for failure to reimburse phone bills to be $11,120 (1,112 pay periods x $10 per bill per pay period). Additionally, Plaintiff also argued that section 2802 does not carry its own civil penalty, any recovery on this claim is limited to the default penalty under Labor Code section 2699(f)(2) assessed at $100 per aggrieved employee per pay period – which resulted in $111,200 (1,112 pay periods x $100 penalty).

Notwithstanding the above, the Eye Care Defendants disputed this claim in its entirety. The Eye Care Defendants argued that they did not require PAGA Members to install any applications on their personal phones and that electronic devices like computers were available for employees to use in lieu of using their personal phones. The Eye Care Defendants characterized the allegation that PAGA Members used personal cell phones for work purposes as speculative and unsupported by any documentary evidence, and noted that neither the time records nor the pay records reflect any such use.

Once again, Plaintiff had to, and did, factor in the Eye Care Defendants' defenses, when considering whether the settlement reached was fair, reasonable and adequate.

16. **Waiting Time Penalties:** Plaintiff and PAGA Members alleged that due to the Eye Care Defendants' failure to timely pay final wages, and failure to pay break premiums, PAGA Members are entitled to recover 30 days' wages as a waiting time penalty. The Eye Care Defendants argued that this claim was derivative and lacked merit because there were no underlying violations as explained above, and that, to the extent any wages were not timely paid upon separation, the failure to do so was not willful.

17. **PAGA Penalties:** Plaintiff alleged that the Eye Care Defendants had committed a myriad of California Labor Code violations, subjecting them to penalties under PAGA. The status of limitations for PAGA claims is one year, and 65% of any amount recovered under PAGA is to be paid to the State of California. At the time of settlement Plaintiff estimated, based on the information provided by the Eye Care Defendants, that there were a total of One Thousand One Hundred and Twelve (1,112) pay periods, thereby accounting for $610,800 in PAGA penalties assuming there is such a violation in a respective pay period and that the violations are stackable.

Plaintiff alleged that there was at least one compensable penalty per unique pay period, totaling $610,800 in PAGA penalties. Plaintiff maintained that the Eye Care Defendants' nonpayment of wages, nonpayment of break premiums, and failure to accurately record-keep were all clear violations of the California Labor Code that subjected them to PAGA penalties. The Eye Care Defendants disputed Plaintiff's contentions (as explained above).

Based on the violations above, Plaintiff calculated that the total potential exposure without interest, attorney fees and costs was $610,800. However, applying further significant discounts for the risks associated with the action (including but not limited to, the Court finding the action is unmanageable, the risk that the Court exercises its discretion to lower the penalties awarded, the risk of losing at trial) and applying further discounts for the Eye Care Defendants' evidenced compliance with the California Labor Code this gross settlement amount of Eighty Thousand Dollars and Zero Cents ($80,000.00) is within a reasonable range, especially considering the defenses the Eye Care Defendants raised.

Moreover, the proposed Settlement, even with deductions, provides a substantial sum to the PAGA Members. The Settlement secured by Plaintiff here amounting to Eighty Thousand Dollars and Zero Cents ($80,000.00) is greater than other PAGA penalty awards approved by California state courts, which often range between $7,500.00 and $10,750.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a per capita basis. (*See, e.g.*, *Penaloza v. PPG Industries Inc*., Case No. BC471369, 2013 WL 2917624 at *2 (*Super. Ct. L.A. County,* May 20, 2013) (approving PAGA penalties of $7,500.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL 1182822 (*Super. Ct. L.A. County*, March 12, 2013) (approving PAGA penalties of $10,000.00 for class of approximately 3,000 members).

The Eye Care Defendants also argued that PAGA penalties would be limited. The Eye Care Defendants argued that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts to consider the issue have refused to "stack" PAGA penalties. See *Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to $5.00 per pay period); accord *Atempa v.*

Pedrazzani (2018) 27 Cal.App.5th 809. Moreover, the Eye Care Defendants argued that Plaintiff and the PAGA Members are not entitled to recover PAGA penalties at the subsequent violation rate of $200.00 per pay period. California's appellate courts have held that "[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware [of the violation]" and therefore, until a Court or the Commissioner issues a finding of a violation, the initial $100.00 violation rate applies for each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp*. No. 2 (2008) 163 Cal.App.4th 1157, 1209; accord *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc*. (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code"). Thus, the Eye Care Defendants argued that even if the Plaintiff and the PAGA Members were able to establish any violation of the Labor Code, the PAGA penalties assessed for these violations will be computed at the $100.00 rate (at the most), as opposed to the $200.00 per pay period rate at maximum, and there is a likelihood that a further reduction of the penalty to $5.00 per pay period as approved in Carrington would apply given the Eye Care Defendants' compliance with the Labor Code as discussed above.

Plaintiff understood the Eye Care Defendants' position to be, using the most recent court of appeal decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbuck*s, supra) (i.e. at $5.00 per pay period X 1,112 pay periods at issue), that it is likely the Eye Care Defendants' maximum exposure is actually only $5,560. The Eye Care Defendants argued that the Carrington valuation could be used as a ceiling for assessing PAGA penalties and that this amount was its true "worst case scenario" exposure). Further, in analyzing all of the claims and the action as a whole, Plaintiff was forced to consider the risks of proceeding with litigating the action. These risks included the Court finding the action potentially unmanageable. There are even further risks if the case proceeded to trial such that the Court could award significantly less penalties than are statutorily prescribed due to the Eye Care Defendants' good faith conduct and compliant employment policies. Finally, public policy strongly favors the settlement of litigation. *Consumer*

Advocacy Group v. Kintetsu Enterprises of America (2006) 141 Cal.App.4th 46, 63. Because the proposed Settlement is neither unjust nor ignores the public interest, it should be approved.

Accordingly, the gross PAGA penalty payment is highly reasonable in light of the risks and uncertainties associated with the PAGA claims in this case. The Settlement commits the Eye Care Defendants to pay a sum large enough to punish the Eye Care Defendants for alleged violations and to deter such alleged conduct in the future. At the same time, in light of the alleged violations and defenses thereto, it is not so large as to be unjust, oppressive or confiscatory. Based upon the foregoing, the proposed Settlement is fair, reasonable, and in the best interest of the state of California and the PAGA Members.

Counsel for Plaintiff and the Eye Care Defendants are convinced that the proposed Settlement is fair based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. In light of the above, the proposed Settlement is well within the range of reasonableness and should be granted approval. Plaintiff believes that in providing employees with relief and obtaining penalties for the LWDA, this Settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be approved.

PLAINTIFF'S ENHANCEMENT AWARD

18. Plaintiff should be awarded the requested $4,000.00 enhancement award because she devoted significant time and effort to the prosecution of this matter. Throughout the litigation, Plaintiff remained in regular communication with me, participated in numerous telephone conferences, responded to questions, reviewed information, and provided detailed facts regarding her employment with the Eye Care Defendants, including information concerning their wage-and-hour policies, workplace practices, and workforce composition, etc. Plaintiff also assisted me by identifying witnesses and providing information necessary to further investigate the claims alleged in this action. Plaintiff remained available throughout the litigation and actively participated as needed, including attending and participating in a full-day mediation conducted via Zoom, during which she discussed her experiences and the experiences of other non-exempt employees while

employed by the Eye Care Defendants. Plaintiff's efforts materially assisted my law firm in the investigation, prosecution, and resolution of this matter. Accordingly, Plaintiff should receive the requested $4,000.00 enhancement award.

EXPERIENCE OF COUNSEL

19. In 2014, I received a Bachelor of Arts in Psychology from the University of California, Los Angeles. Thereafter, I received my Juris Doctorate from Fordham University School of Law in 2019. I became an Active Member of the State Bar of California in 2020, and have been an Active Member in good standing continuously since then. I have been practicing as a litigation attorney in Los Angeles since 2019, and have been concentrating on employment litigation since approximately that time.

20. In 2019, I started my legal career as an employment law associate at Pettit Kohn Ingrassia Lutz & Dolin ("Pettit Kohn"). At Pettit Kohn, I was continuously involved in active litigation and trial work, including substantial work in employment litigation and wage and hour class and representative actions. At Pettit Kohn, I represented companies (the defendants) in employment litigation.

21. In or about 2022, I was hired by Jackson Lewis, P.C. as a labor and employment law associate representing companies. As before, my practice at Jackson Lewis was for single plaintiff and wage and hour class and representative actions. At Jackson Lewis, I represented companies (the defendants) in employment litigation.

22. In or about January 2025, I was hired by Miracle Mile Law Group LLP to transition to the plaintiffs' side to continue to work and grow the class and representative action practice group. My firm is qualified to handle this litigation because we are experienced in litigating Labor Code violations in both individual and class and representative action cases. Miracle Mile Law Group LLP has handled, and is currently handling several wage and hour class and representative action lawsuits. Over the course of my career, I have been involved in numerous class and representative action litigation/settlements and bring a unique perspective from my experiences working for the defense and plaintiffs' side.

23. In addition to the instant action, I have handled or assisted as an associate, litigation

in the following wage and hour class and representative actions:

a. *Jorge Luis Vasquez v. J & A Rents & Sells, Inc. et al.* – Los Angeles County Superior Court; Case No. 20STCV41441.

b. *Humberto Romero v. Rocker Bros. Meat & Provision et al*. – Los Angeles County Superior Court; Case No.: 20TRCV00802.

c. *Geovanni Alvarado v. Reliant Real Estate Management, Inc.* – San Bernardino County Superior Court; Case No.: CIVSB2127151.

d. *Sully Munera and Vanessa Zamudio v. Health Access For All Inc.*; Los Angeles County Superior Court; Case No. 21STCV19259 [related case no.: 21STCV25069].

e. *Gabriel Blas v. NRJY, Inc.* - Los Angeles County Superior Court; Case No. 22STCV12837.

f. *Shelina Din v. Nobility Health, Inc. et al.* – Los Angeles County Superior Court; Case No. 22STCV26623.

g. *Rocio Rosales and Ericka Kraut v. DT Employer, LLC* – San Bernardino County Superior Court; Case No. CIVSB2132004.

h. *Kelvin Lamar Grant v. Syncreon Technology (USA) LLC et al.* – Los Angeles County Superior Court; Case No. 22STCV26567.

i. *Erin Herring v. Certis U.S.A LLC* – Kern County Superior Court; Case No.: BCV-22-102755.

j. *Miguel R. Zepeda v. General Pump Company, Inc.* – Los Angeles County Superior Court; Case No. 22STCV39401.

k. *Erin Jones v. Covered 6, LLC, et al.* – Los Angeles County Superior Court; Case No. 21PSCV00639.

l. *Rebecca Reyes Lomeli and Danita Goss v. Los Angeles LGBT Center, et al* – Los Angeles Superior Court; Case No. 24STCV02011 [consolidated case no. 24STCV08409].

m. *Remberto Lozano-Arroyo v. Foam Fabricators, Inc.* – Los Angeles County

Superior Court; Case No. 24STCV19077.

n. *Jacqueline Ahumada v. Giorgio Armani Corporation et al.* – Southern District of California; Case No. 3-24-cv-01175 RSH-DEB.

o. *John Chang v. 9388 Santa Monica Boulevard LLC et al* – Los Angeles County Superior Court; Case No. 23STCV30333.

Furthermore, Miracle Mile Law Group, LLP is acting as counsel in eleven (11) wage and Hour class and representative PAGA actions.

24. My office took this case on a contingent basis and has put substantial amount of time and energy into litigating this case, all while receiving no payment. The risk to my office has been very significant, particularly if we would not be successful in pursuing this action. In that case, we would have been left with no compensation for all the time taken in litigating this case.

25. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Miracle Mile Law Group, LLP represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in employment disputes.

26. I am informed and believe that the efforts of my office have resulted in substantial benefits to the PAGA Members, in the form of a settlement fund established to compensate employees for missed meal and rest periods, unpaid wages, and other wage and hour violations noted above. I am informed and believe that, without the efforts of my office, the Labor Code and wage order violations alleged in the Complaint would have gone without remedy.

ATTORNEYS FEES

27. My office seeks $26,667.00, one third of the Gross Settlement Value, in fees for the time spent litigating this matter. My firm has made every effort to litigate this action in an efficient

and cost-effective manner. Our firm has spent approximately 101.5 hours on this matter.

28. In summary form, my offices tasks in this matter included the following: pre-filing investigation, legal research, research of the Eye Care Defendants and their operations; communicating with Plaintiff regarding her responsibility in bringing this action, the facts of her case, her employment, her work environment, her documents and the Eye Care Defendants' policies and procedures; drafting pleadings and notices; drafting communications with the LWDA; reviewing Plaintiff and other PAGA Members files and determining liability and evaluating claim and defense strengths and weaknesses; communicating with aggrieved employees; legal research of case law and wage orders regarding applicable claims and defenses; meeting and conferring over directly relevant informal discovery; evaluating Defendants' policies, time and pay records; communicating with Plaintiff's expert regarding their exposure analysis prior to mediation; preparing for and attending a full-day mediation; communicating with the administrator and responding to the administrator's inquiries; engaging in post-mediation negotiations; preparing the motion for approval of PAGA settlement and supporting documents. All of the tasks and work performed were reasonable and necessary to the prosecution of this case and justified, particularly in light of the result achieved.

29. I have reviewed the records in this matter and during approximately 1.2 years litigating this matter, my firm has spent approximately 101.5 hours on this matter. Our unadjusted lodestar for the hours spent on this case amounts to approximately $53,287.50 (101.5 hours x $525). Given my experience and the focus of my practice, if I were to charge for my type of work by the hour my rate would be $525 per hour. An $525 rate is warranted based on my years of experience in a highly specialized area of law and is in line with the Laffey Matrix. Having reviewed numerous declarations in support of fee applications in California Courts, I also have knowledge of hourly rates charged by other attorneys practicing in the field of employment law in California. Based on that information, I believe that my rate and the rates of the attorneys in my firm are fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications. Based on the information I have, I believe that the rates of our firm are reasonable and appropriate fees for Los Angeles County attorneys with comparable expertise, experience, and qualifications.

ATTORNEYS' COSTS

30. As of the date of this declaration, my firm has incurred actual costs in the amount of $14,245.64 in this action. These costs were reasonable and necessary to prosecute this case to a successful conclusion. The following is a breakdown of my firm's costs incurred to date:

Cost Description	Amount
OneLegal [Service of Complaint, etc.]	$473.09
NARs filed as to the Eye Care Defendants	$22.92
Mediation [Eskridge Law & Mediation]	$3,000.00
Retainer re: Time/Pay Analysis and Exposure Analysis re: Employment Research Corporation	$5,000.00
Outstanding Payment re: Time/Pay Analysis and Exposure Analysis re: Employment Research Corporation	$5,500.00
Joint Case Management Conference Report	$23.63
Jury Fee Invoice	$179.54
March 5, 2026 Stipulation and Order	$46.46
Total:	$14,245.64

31. The Settlement provides for reimbursement of reasonable litigation costs not to exceed $15,000.00. My firm's costs to date total $14,245.64, which is lower than the capped amount under the Settlement. However, costs regarding the filing of Plaintiff's PAGA approval motion has not been included but should be taken into consideration.

LWDA

32. On August 13, 2026, the Settlement Agreement was submitted to the LWDA in accordance with Labor Code sect. 2699(1)(2). (*See* **Exhibit 2**).

EXHIBITS

33. Attached as **Exhibit 1** to this declaration is a true and correct copy of the Joint Stipulation of Settlement and Release of PAGA Action.

34. Attached as **Exhibit 2** to this declaration is a true and correct copy of a printout of the confirmation from the LWDA which indicates that the settlement was submitted, and the original claim letter sent to the LWDA.

35. Attached as **Exhibit 3** to this declaration is the current Laffey Matrix attorney fee rates and 2014 National Law Journal sampling of California firm billing rates.

36. Attached as **Exhibit 4** to this declaration is a true and correct copy of the quote from ILYM Group, Inc. (settlement administration experts).

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

Executed this 13th of August, 2026, at West Hollywood, California



Sevada Hakopian

PROOF OF SERVICE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 750 N. San Vicente Blvd, Ste. RW 1000, West Hollywood, California 90069.

On August 13, 2026, I served the foregoing documents on the interested parties in this case:

- **DECLARATION OF SEVADA HAKOPIAN IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**

Jack Jimenez, Esq. **O'HAGAN MEYER** Address: 550 South Hope Street Suite 2400 Los Angeles, CA 90071 Emails: jjimenez@ohaganmeyer.com	**Attorneys for Defendants**

[ ] **BY MAIL:** I am "readily familiar" with the practices of MIRACLE MILE LAW GROUP, in collecting and processing correspondence and documents for mailing. Under that practice, documents for mailing would be deposited with the US Postal Service on that same day this affidavit is signed with postage fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date is more than 1-day after the day of deposit for mailing the affidavit. [CCP § 1013]

[X] **BY EMAIL:** I served the above-mentioned document electronically on the parties listed at the e-mail addresses on the next page and, to the best of my knowledge, the transmission was complete and without error in that I did not receive an electronic notification to the contrary.

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

Executed on August 13, 2026, at West Hollywood, California.

Karine Reganyan
Declarant

EXHIBIT 1

MIRACLE MILE LAW GROUP, LLP
Steven I. Azizi, Esq. [SB #322719]
steven@miraclemilelaw.com
Sevada Hakopian, Esq. [SB #330602]
sevada@miraclemilelaw.com
750 N. San Vicente Blvd., Suite RW1000
West Hollywood, CA 90069
Tel: (213) 433-3588; Fax: (888) 224-4132

Attorneys for Plaintiff DANA MARIA SEPULVEDA MORALES, and on behalf of herself and all others similarly situated

O'HAGAN MEYER
Jack Jimenez [SB # 251648]
jjimenez@ohaganmeyer.com
550 South Hope Street, Suite 2400
Los Angeles, CA 90071
Tel: (213) 647-0076; Fax: (213) 647-1799

Attorney for Defendants EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION, DAVID S. KIM, and PAUL K. ROW

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NAPA

DANA MARIA SEPULVEDA MORALES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION, a California Corporation; DAVID S. KIM; an individual; PAUL K. ROW; an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CV001559

[Assigned to the Hon. Joseph J. Solga, Dept. B]

REPRESENTATIVE ACTION

JOINT STIPULATION RE: REPRESENTATIVE ACTION SETTLEMENT

Complaint Filed: July 29, 2025
Trial Date: None Set

This Joint Stipulation of Settlement and Release of the Private Attorneys General Act ("PAGA") Action (the "Agreement") is made and entered into between Plaintiff DANA MARIA SEPULVEDA MORALES ("Plaintiff"), individually and on behalf of the proposed PAGA Group (defined below), and Defendants EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION ("Eye Care Center"), DAVID S. KIM, and PAUL K. ROW (the "Eye Care Defendants"), in the lawsuit entitled "*Sepulveda v. Eye Care Center of Napa Valley, et al.*," filed in Napa County Superior Court, Case No. 25CV001559 (the "Action"). Plaintiff and the Eye Care Defendants shall be, at times, collectively referred to as the "Parties," or individually as "Party." This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. <u>DEFINITIONS</u>

1.1. **"Action"** shall mean Plaintiff's Private Attorneys General Act ("PAGA") lawsuit entitled *Sepulveda v. Eye Care Center of NAPA Valley, et al.*, filed in Napa County Superior Court, Case No. 25CV001559, filed on or about July 29, 2025, and the underlying PAGA Notice sent to the Labor and Workforce Development Agency ("LWDA") by Plaintiff on May 22, 2025.

1.2. **"Approval and Fairness Hearing"** shall mean the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement. At this hearing, the Court will consider PAGA Counsel's application for Attorneys' Fees and Expenses, the PAGA Representative's Enhancement Award, the Administration Expenses, and approval of the PAGA payment. The Proposed Order Granting Approval and Entering Judgment is attached, in substantial form, as **Exhibit B.**

1.3. **"Approval Date"** shall mean the date upon which the Court enters an order granting approval of the PAGA Settlement and enters Judgment.

1.4. **"Claims"** shall mean the claims and theories alleged and causes of action alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties alleged in the Action.

1.5. **"Court"** shall mean the Superior Court of California, County of Napa (or any court to which the Action is transferred).

1.6. **"Defendants" or the "Eye Care Defendants"** shall mean the Eye Care Center of Napa Valley, A Medical Corporation, David S. Kim, and Paul K. Row.

1.7. **"Defense Counsel"** shall mean Jack Jimenez of O'Hagan Meyer, 550 South Hope Street Suite 2400, Los Angeles, California, 90071.

1.8. **"Effective Date"** shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement and Plaintiff providing notice of the settlement/Judgment to the LWDA.

1.9. **"Enhancement Award"** means the amount the Court authorizes to be paid to the Plaintiff or PAGA Representative in addition to her Individual Settlement Payment as a PAGA Member, in recognition of her efforts and work in prosecution of the Action, up to $4,000.00.

1.10. **"Gross Settlement Amount"** shall mean the agreed upon settlement amount totaling Eighty Thousand Dollars and Zero Cents ($80,000.00), to be paid by the Eye Care Defendants in full settlement of the Released Claims asserted in this Action, which includes the Attorneys' Fees and Costs, Settlement Administration Fees, the LWDA payment, the Enhancement Award, and Individual Settlement Payments.

1.11. **"Individual Settlement Payment"** shall mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA Member on the number of his/her/their Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. Pursuant to PAGA, thirty-five percent (35%) of the Net Settlement Amount shall be paid to PAGA Members as Individual Settlement Payments.

1.12. **"LWDA Payment"** shall mean sixty-five percent (65%) of the Net Settlement Amount that will be distributed to the LWDA pursuant to PAGA.

1.13. **"Net Settlement Amount" or "NSA"** shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys' Fees and Costs, Settlement Administration Fees, the PAGA Representative's Enhancement Award, and the LWDA Payment. The Parties intend that the NSA shall be sufficient to pay all valid claims of the Settlement Group Members. Accordingly, if for any reason the total value of Individual Settlement Payments to Settlement Group Members exceeds this amount, then payment to each Settlement Group Member will be adjusted on a pro-rated basis so that the total payout to the Settlement Group Members does not exceed the NSA.

1.14. **"PAGA"** refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq*.

1.15. **"PAGA List"** shall mean the information for each PAGA Member which the Eye Care Defendants shall compile from their business records and provide to the Administrator for purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each PAGA Member, the following information: (a) full name; (b) last-known mailing address; (c) social security number; (d) start and end dates of employment as a PAGA Member during the PAGA Period and/or number of pay periods employed as a PAGA Member during the PAGA Period. The PAGA List will be provided to the Settlement Administrator within 21 days of the Eye Care Defendants receiving written notification that the Court granted approval of the Settlement.

1.16. **"PAGA Counsel"** refers to Miracle Mile Law Group, LLP, 750 N. San Vicente Blvd., Suite RW1000, West Hollywood, California 90069.

1.17. **PAGA Counsel's Attorneys' Fees and Expenses"** shall mean the PAGA Counsel's attorneys' fees and expenses to be requested and subject to approval by the Court at the time of the Approval Hearing in an amount not to exceed Twenty-Six Thousand Six Hundred Sixty-Seven Dollars and Zero Cents ($26,667.00) (one-third of the Gross Settlement Amount) and costs not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00).

1.18. **"PAGA Member(s)" and/or "Settlement Group Members" and/or "Settlement Group"** means all current and former non-exempt employees of the Eye Care Defendants in California during the PAGA Period.

1.19. **"PAGA Period"** shall mean the period from May 22, 2024 to January 15, 2026.

1.20. **"PAGA Release"** *See* the Released Claims.

1.21. **"Parties"** means Plaintiff (as defined below) and the Eye Care Defendants.

1.22. **"Plaintiff" and/or "PAGA Representative"** means Plaintiff Dana Maria Sepulveda Morales.

1.23. **"Released Claims"** shall mean all the claims and theories for penalties pursuant to PAGA that were set forth, or that could have been set forth on the facts alleged in the Action during the PAGA Period, pursuant to *Huff v. Securitas Services USA, Inc.* (2018) 25 Cal.App.5th 745, including, but not limited to, under California Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 2802, 2810.5, 2698 *et seq*., and related IWC Wage Orders, based on the various theories of liability, including but not limited to, failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay waiting time penalties, failure to pay timely wages, failure to furnish accurate wage statements, failure to indemnify employees for necessary expenditures. No claims other than those for PAGA penalties are being released. The Released Claims are for the PAGA Period.

1.24. **"Released Parties"** shall mean the Eye Care Defendants, and includes any of their former and present officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of their former and present parents, subsidiaries, successors, assigns and affiliates and related entities, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives, and any individual or entity which could be liable or jointly liable for any claims alleged in the Action, and the Eye Care Defendants' counsel of record in the Action.

1.25. **"Settlement"** shall mean the settlement between the Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.26. **"Settlement Administrator"** shall mean ILYM Group, Inc., the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for the administration of the Settlement and related matters. The Administrator's fee and expenses are estimated to not exceed 2,650.00.

1.27. **"Settlement Group" and/or "Settlement Group Members**" means all PAGA Members [as defined above].

1.28. **"Settlement Letter"** shall mean the letter accompanying the Individual Settlement Payments attached, in substantial form, as **Exhibit A.**

2. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION

2.1. On May 22, 2025, Plaintiff provided notice pursuant to Labor Code sect. 2699.3 to the Department of Industrial Relations Accounting Unit and the Eye Care Defendants regarding her intention to file a PAGA complaint based on the Released Claims.

2.2. On July 29, 2025, Plaintiff filed the Action in Napa County Superior Court alleging ten (10) causes of action: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) failure to pay timely wages; (7) wage statement violations; (8) failure to indemnify; (9) penalties

pursuant to Labor Code sect. 2699, *et seq*., and (10) unfair competition (Business and Professions Code sect. 17200, *et seq*.)

2.3. The Parties agreed to mediate with Gayle L. Eskridge of Eskridge Law & Mediation on or about December 1, 2025. As a result, Plaintiff requested and received informal discovery from the Eye Care Defendants that were used to evaluate the claims and theories alleged. Thereafter, with the assistance of the mediator, and continued discussions among PAGA Counsel and Defense Counsel, the Parties were able to resolve the Action.

2.4. On or around March 4, 2026, the Court granted the Parties "Joint Stipulation to Dismiss Class Claims (With Prejudice As To Plaintiff Only)". Plaintiff's causes of action 1 through 8, and 10, were dismissed, while Plaintiff's representative claim under PAGA remains pending and subject to Court approval.

2.5. The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms-length negotiations, facilitated in part by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. ALLEGATIONS OF THE PAGA REPRSENTATIVE AND BENEFITS OF THE SETTLEMENT

3.1. The investigation and extensive exchange of information and informal discovery conducted in this matter, as well as discussions between counsel have been adequate to give PAGA Counsel and understanding of the merits of the Parties' respective positions and to evaluate the potential worth of the claims of the Settlement Group. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations thereafter are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2. The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against the Eye Care Defendants through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk

of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, as well as trying the claims of the Settlement Group. PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Settlement Group Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the PAGA Members.

4. NO ADMISSION OF ANY LIABILITY

4.1. This Agreement represents a compromise and settlement of highly disputed claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to merits, validity, or accuracy of any of the allegations or claims made against the Eye Care Defendants in the Action. The Eye Care Defendants deny each and all of Plaintiff's allegations in their entirety.

4.2. Nothing in this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3. The Parties agree that Plaintiff's motion for approval of the Settlement and the Eye Care Defendants' agreement thereto is for purposes of the Settlement Only. If, for any reason, the Settlement is not approved, this Agreement will not be admissible in this or any other proceeding as evidence that (i) the Action should proceed forward on a representative basis; or (ii) the Eye

Care Defendants are liable to Plaintiff or the Settlement Group Members as Plaintiff alleged. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action, including, but not limited to, their ability to move to compel arbitration, raise defenses in opposition to the Action, contest the merits of the claims and theories alleged, etc.

5. SETTLEMENT CONSIDERATION

5.1. **Gross Settlement and Net Settlement Amounts and Distribution**. The Gross Settlement Amount and other actions and forbearances taken by the Eye Care Defendants shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released Claims; (b) PAGA Counsel's Attorneys' Fees and Expenses; (c) Administration Expenses; (d) Plaintiff's Enhancement Award; (e) LWDA Payment; and (f) the Individual Settlement Payments to the Settlement Group Members, and any other obligation of the Eye Care Defendants under this Agreement.

5.2. **Payments to Settlement Group Members.** Each Settlement Group Member shall be eligible to receive an Individual Settlement Payment. The Parties understand that Settlement Group Members who receive an Individual Settlement Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax obligations associated with the payment. The Parties agree that there is no statutory right for any PAGA Member to object, opt out, or otherwise exclude himself/herself/themselves from this Settlement.

5.3. **No Effect on Employee Benefits**. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks or service under any employee benefit plan, policy or bonus program sponsored the Eye Care Defendants (or their affiliates, parents or successors). Such amounts will not form the basis for additional contributions to, benefit under, or any other monetary entitlement under the Eye Care Defendants' sponsored benefit plans, policies or bonus programs, if any. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as

salary, earnings, wages, or any other form of compensation for the purposes of any Eye Care Defendants' benefit plans, policies, or bonus programs, if any. The Eye Care Defendants retain the right to modify the language of their benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. The Eye Care Defendants do not consider the Individual Settlement Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by the Eye Care Defendants (or their affiliates, parents or successors), if any.

5.4. **PAGA Counsel Attorneys' Fees and Expenses**. As part of the motion for approval of Settlement, PAGA Counsel may submit an application for an award of Attorneys' Fees and Expenses. The Eye Care Defendants agree not to object to any such fee, cost or expense application in line with this Agreement and in an amount not to exceed Twenty-Six Thousand Six Hundred Sixty-Seven Dollars and Zero Cents ($26,667.00) (one-third of the Gross Settlement Amount) for attorneys' fees and up to Fifteen Thousand Dollars and Zero Cents ($15,000.00) for recoverable costs. As a condition of this Settlement, PAGA Counsel has agreed to pursue fees and costs only in the manner reflected by this Agreement. Any PAGA Counsel Attorneys' Fee and Expenses awarded by the Court shall be paid from the Gross Settlement Amount. If the PAGA Counsel voluntarily reduces the request for Attorneys' Fees and Expenses or the Court's award is less than set forth above, the difference shall remain with the Net Settlement Amount.

The Attorneys' Fees and Expenses approved by the Court shall encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Group through the date of this Agreement; (b) all work performed and costs to be incurred in connection with approval by the Court of the Settlement set forth in this Agreement; (c) all work performed and costs and expenses, if any, incurred in connection with

administering the PAGA Settlement through the Effective Date; and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine.

5.5. **Plaintiff's Enhancement Award.** The Parties agree that subject to the Court's review and approval, Plaintiff will receive an enhancement award of $4,000.00 for her efforts in bringing the Action on behalf of the Settlement Group, which will be paid from the Gross Settlement Fund. To the extent the Enhancement Award is not approved by the Court in the amounts set forth above, and the order becomes final, then the non-approved amount will be added to the Net Settlement Amount to be distributed to the Settlement Group.

5.6. **Size of the Settlement Group**. The settlement negotiations were premised on the following: it was estimated for purposes of Settlement that the PAGA Members [35 non-exempt employees] collectively worked a total of 1,112 pay periods to the December 1, 2025 mediation. If the actual total pay periods worked by the PAGA Employees during the PAGA Period exceeds this figure by more than 10% (i.e., if there are 1,224 or more total pay periods), Defendants shall increase the Gross Settlement Amount on a proportional basis for those pay periods worked in excess of 10% (i.e., if there is a 12% increase in the total pay periods, the Eye Care Defendants shall increase the Gross Settlement Amount by 2%).

6. ADMINSTRATION COSTS AND EXPENSES

6.1. **The Settlement Administrator's Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Settlement Letter and Individual Settlement Payments, performing a National Change of Address database search to update Settlement Group Members addresses prior to the mailing, performing skip-traces to locate and update Settlement Group Members' addresses, calculating, and distributing Individual Settlement Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

7. FUNDING AND DISTRIBUTION

7.1. **Funding of the Gross Settlement Amount**. The Settlement Administrator will provide

the Eye Care Defendants with its bank wire instructions to establish the Qualified Settlement Fund (QSF). Within thirty (30) days of the Effective Date, the Eye Care Defendants shall transmit the Gross Settlement Amount to the Settlement Administrator.

7.2. **Distribution of the Gross Settlement Amount**. Within thirty (30) calendar days of the Effective Date, the Administrator will pay to the Settlement Group Members, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys' Fees and Litigation Expenses Payment; to the Plaintiff, the Enhancement Award; to the LWDA, the Court-approved LWDA Payment; and to the Administrator, the Court-awarded Administration Fee and Expenses. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Individual Settlement Payments, Court-awarded Attorneys' Fees and Litigation Expenses, the Court-approved LWDA Payment, and Court-awarded Administration Fees and Expenses will be treated and reported for tax purposes as non-wage payments and the Administrator will be responsible for issuing IRS Forms 1099 as required.

Before mailing Individual Settlement Payments to Settlement Group Members, the Administrator must update the recipients' addresses using the National Change of Address Database. The Administrator must conduct a skip trace for all Settlement Group Members whose checks are returned undelivered without a USPS forwarding address. Within seven (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 a skip trace. The Administrator need not take further steps to deliver checks to the Settlement Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Group Members whose original check was lost or misplaced as requested by the Settlement Group Member prior to the void date.

7.3. **Non-Cashed Settlement Checks**. Settlement Group Members shall have one hundred eighty (180) days to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held

pursuant to the Unclaimed Property Law, California Civil Code sect. 1500 *et seq*., for the benefit of those Settlement Group Members whose checks were voided.

8. NULLIFICATION OF THIS AGREEMENT

8.1. **Non-Approval of the Agreement**. If (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, then the Settlement shall be considered null and void, and neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement (and any related filings set forth in this Agreement) has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. In the event the Courts awards less than the requested amounts for Administration Fees, PAGA Counsel's Attorneys' Fees and Expenses, Plaintiff's Enhancement Award, or the PAGA Payment, the difference shall become part of the Net Settlement Amount.

8.2. **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that remaining provisions of the Settlement are to remain in full force and effect.

8.3. **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. MOTION OR STIPULATON FOR COURT APPROVAL

9.1. **Approval**. PAGA Counsel will submit this Agreement to the Court along with a Motion or Stipulation for an Order Granting Approval of the Settlement. Plaintiff will provide the Eye Care Defendants with the opportunity to review and comment upon drafts of all pleadings to be filed in connection with the Motion or Stipulation for an Order Granting Approval of the

Settlements (e.g., notice of motion, memorandum of points and authorities, declarations) at least three (3) business days prior to filing such documents with the Court.

9.2. **Submission of Approval Order to LWDA.** Plaintiff shall timely provide notice of this Settlement and the Court's approval of this Settlement to the LWDA in accordance with Labor Code sect. 2698 *et seq*.

10. RELEASES AND WAIVERS

10.1. **Settlement Group Members' Release**. Upon the date the Gross Settlement Amount is fully funded, Plaintiff, the Settlement Group Members, and the State of California vis-à-vis the LWDA shall hereby release the Released Parties for the Released Claims for the PAGA Period.

11. DUTIES OF THE PARTIES

11.1. **Mutual Full Cooperation**. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all effects contemplated by this Agreement and any other efforts that may become necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, PAGA Counsel, with the cooperation of the Eye Care Defendants and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Agreement.

11.2. **Duty to Support and Defendant the Settlement.** The Parties agree to abide by all the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

12. MISCELLANEOUS PROVISIONS

12.1. **Different Facts**. The Parties hereto, and each of them, acknowledge that, except

for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each Party and/or their counsel, or believed by each Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

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

12.3. **Non-Admission**. Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by the Eye Care Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by the Eye Care Defendants regarding the merits of the Claims in this Action. Nothing herein shall constitute an admission by the Eye Care Defendants that the Action was properly brought as a representative action other than for settlement purposes. To the contrary, the Eye Care Defendants have denied and continue to deny each and every material factual allegation and all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of the Eye Care Defendants or of the truth of any of the factual allegations in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence

of any fault or omission on the part of the Eye Care Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

12.4. **Media or Press.** Plaintiff and the Eye Care Defendants, and their respective counsel, agree to limit public comment on this Settlement, the Action, and claims in the Action, stating that the matter has been resolved to the satisfaction of the Parties. Plaintiff and the Eye Care Defendants, and their respective counsel shall not initiate public comment and/or discuss with or present to the media or press.

12.5. **Construction**. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Agreement is not to be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement. If any of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

12.6. **Governing Law**. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

12.7. **Captions and Interpretations**. Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

12.8. **Modification**. This Agreement may not be changed, altered, or modified, except in writing signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

12.9. **Integration Clause**. This Agreement contains the entire agreement between the Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether

oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Agreement may be waived except in writing as provided above.

12.10. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and Settlement Group Members and their respective past, present, and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

12.11. **Corporate Signatories**. Any person executing this Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Agreement or any such related document.

12.12. **Execution in Counterparts**. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

12.13. **Attorneys' Fees, Costs and Expenses**. Except as otherwise specifically provided for herein, each Party shall bear their or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other Party to this Agreement.

12.14. **Third Party Beneficiaries**. All Released Parties are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiff, PAGA Members, or any party acting on Plaintiff's or any PAGA Member's behalf.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement

on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

IT IS SO AGREED:

Dated: Aug 10, 2026, 2026

Dana Sepulveda Morales

Dana Sepulveda Morales (Aug 10, 2026 10:54:47 PDT)

DANA MARIA SEPULVEDA MORALES
Plaintiff and PAGA Representative

Dated: _____, 2026

_____
EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION
Defendant

By: _____

Its: _____

Dated: _____, 2026

_____
DAVID S. KIM
Defendant

Dated: _____, 2026

_____
PAUL K. ROW
Defendant

AGREED AS TO FORM:

Dated: August 6, 2026

_____
STEVEN I. AZIZI
SEVADA HAKOPIAN
Counsel for Plaintiff DANA MARIA SEPULVEDA MORALES

Dated: _____, 2026

_____
JACK JIMENEZ
Counsel for Defendants EYE CARE CENTER OF NAPA VALLEY, DAVID S. KIM, and PAUL K. ROW

on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

IT IS SO AGREED:

Dated: _____, 2026

DANA MARIA SEPULVEDA MORALES
Plaintiff and PAGA Representative

Dated: August 12, 2026

EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION
Defendant

By: David S Kim, MD

Its: President

Dated: 8/12, 2026

DAVID S. KIM
Defendant

Dated: 8/12, 2026

PAUL K. ROW
Defendant

AGREED AS TO FORM:

Dated: _____, 2026

STEVEN I. AZIZI
SEVADA HAKOPIAN
Counsel for Plaintiff DANA MARIA SEPULVEDA MORALES

Dated: _____, 2026

JACK JIMENEZ
Counsel for Defendants EYE CARE CENTER OF NAPA VALLEY, DAVID S. KIM, and PAUL K. ROW

on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

IT IS SO AGREED:

Dated: _____, 2026

_____
DANA MARIA SEPULVEDA MORALES
Plaintiff and PAGA Representative

Dated: _____, 2026

_____
EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION
Defendant

By: _____

Its: _____

Dated: _____, 2026

_____
DAVID S. KIM
Defendant

Dated: _____, 2026

_____
PAUL K. ROW
Defendant

AGREED AS TO FORM:

Dated: _____, 2026

_____
STEVEN I. AZIZI
SEVADA HAKOPIAN
Counsel for Plaintiff DANA MARIA SEPULVEDA MORALES

Dated: August 13, 2026

Jack Jimenez
_____
JACK JIMENEZ
Counsel for Defendants EYE CARE CENTER OF NAPA VALLEY, DAVID S. KIM, and PAUL K. ROW

EXHIBIT A

<<Mailing Date>>

To: <<First Name>> <<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: *Dana Maria Sepulveda Morales v. Eye Care Center of Napa Valley, et al.*, Napa County Superior Court Case No. 25CV001559

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the above-referenced lawsuit ("Action").

The lawsuit was filed on July 29, 2025 by Dana Maria Sepulveda Morales ("Plaintiff") against Eye Care Center of Napa Valley, A Medical Corporation ("Eye Care Center"), David S. Kim ("Kim"), and Paul K. Row ("Row") (collectively, "Defendants"). Plaintiff filed the Action seeking to recover civil penalties under the California Private Attorneys General Act of 2004 ("PAGA") for herself and other alleged aggrieved employees ("PAGA Members") based on alleged violations of the California Labor Code.

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations. Defendants also deny that this action could proceed on a representative basis.

Following mediation, a settlement was reached between Plaintiff and Defendants. On << Date>>, the settlement was approved by the Court, with a portion to be paid to the California Labor and Workforce Development Agency and a portion to be paid to all current and former non-exempt employees of Defendants in California during the period from May 22, 2024 to January 15, 2026 ("PAGA Period"). The Court has not made a determination about Plaintiff's claims and this Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Member. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California as a non-exempt employee during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, PAGA Members will release the Released Parties from all claims and theories for penalties pursuant to the Private Attorneys General Act of 2004 that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, including, but not limited to, under California Labor Code sections 200, 201, 202, 203, 204, 210,

226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 2802, 2810.5, 2698 *et seq*., and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay waiting time penalties, failure to pay timely wages, failure to furnish accurate wage statements, failure to indemnify employees for necessary expenditures. No claims other than those for PAGA penalties are being released. There is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself/herself/themselves from this settlement.

Do <u>not</u> contact the Court to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT B

Steven I. Azizi (SBN 322719)
Sevada Hakopian (SBN 330602)
MIRACLE MILE LAW GROUP LLP
750 N. San Vicente Blvd., Suite RW1000
West Hollywood, California 90069
Tel: (213) 433-3588
Fax: (888) 224-4132
steven@miraclemilelaw.com
sevada@miraclemilelaw.com

Attorneys for Plaintiff DANA MARIA SEPULVEDA MORALES, on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

DANA MARIA SEPULVEDA MORALES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION, a California Corporation; DAVID S. KIM; an individual; PAUL K. ROW; an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: **25CV001559**

[*Assigned to Hon. Joseph J. Solga - Dept. B*]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF A PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT THEREON

Hearing date: September 4, 2026
Time: 8:30 AM
Dept.: B

[Filed concurrently herewith: Plaintiff's Motion for Approval of PAGA Settlement; Declaration of Sevada Hakopian In Support Thereof; Declaration of Steven I. Azizi In Support Thereof; and Declaration of Dana Maria Sepulveda Morales]

Complaint Filed: July 29, 2025
Trial Date: None Set

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The Court, having reviewed and considered Plaintiff DANA MARIA SEPULVEDA MORALES' ("Plaintiff") Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement and all documents submitted in support of the motion, HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:

1. The proposed PAGA settlement of Eighty Thousand Dollars and Zero Cents ($80,000.00) ("Gross Settlement Amount") as set forth in the JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA ACTION ("Settlement" or "Agreement") between the parties is approved pursuant to California Labor Code ("Labor Code") section 2699(l)(2).

2. The entire Net Settlement Amount (the remainder of the Gross Settlement Amount after deducting PAGA counsel's fees ($26,667.00), costs of litigation ($14,245.64, but up to $15,000.00), Plaintiff's Enhancement Award ($4,000.00), and the settlement administrator's costs ($2,650.00) with 35% allocated to the PAGA Members as Individual PAGA Payments, and 65% to LWDA in settlement of the PAGA claims). The remainder is to be paid to PAGA Members as Individual PAGA Payments.

3. The Net Settlement Amount shall be distributed to PAGA Members pro rata based upon their respective number of pay periods during the PAGA Period. "PAGA Member(s)" means all current and former non-exempt employees of Eye Care Center of Napa Valley, A Medical Corporation, David S. Kim, and Paul K. Row (collectively, the "Eye Care Defendants"). "PAGA Pay Period" means the period from May 22, 2024 to January 15, 2026. The Judgment is final as of the day the Court enters a Judgment on its Order Approving the PAGA Settlement.

4. PAGA Counsel shall be paid $26,667.00 in attorneys' fees and reimbursed up to $15,000.00 for costs.

5. Pursuant to the terms of the Settlement, an Enhancement Award to Plaintiff in an amount not to exceed $4,000.000 in recognition of her efforts in prosecuting this Action for the benefit of the State of California and PAGA Members, is hereby granted and shall be paid to Plaintiff.

6. The Court approves ILYM Group, Inc. ("ILYM") to serve as the Administrator as provided in the Settlement Agreement. The Administrator shall be paid $2,650.00 for performance

of settlement administration services.

7. The Eye Care Defendants are to transfer funds to the Settlement Administrator pursuant to the terms of the Settlement Agreement.

8. The Court approves the Notice of PAGA Settlement ("Settlement Letter") attached hereto as **Exhibit A.**

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

10. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, PAGA Members are deemed to release all claims and theories for penalties pursuant to the Private Attorneys General Act of 2004 that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, pursuant to *Huff v. Securitas Services USA, Inc.* (2018) 25 Cal.App.5th 745, including, but not limited to, under California Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 2802, 2810.5, 2698 *et seq*., and related IWC Wage Orders, based on the various theories of liability, including but not limited to, failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay waiting time penalties, failure to pay timely wages, failure to furnish accurate wage statements, failure to indemnify employees for necessary expenditures. No claims other than those for PAGA penalties are being released. The Released Claims are for the PAGA Period of May 22, 2024 to January 15, 2026.

11. Pursuant to Labor Code section 2699, subdivision (1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10) days after entry of the Order and Judgment.

12. This Court shall retain jurisdiction with respect to all matters related to the

administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

13. The Administrator shall file a final report by _____, 2026 confirming all disbursements have been made pursuant to the Settlement Agreement and this Order and Judgment, including an indication of the total amounts paid to the LWDA and the PAGA Members and confirming that uncashed funds have been distributed to the California Unclaimed Wages Fund.

14. A Non-Appearance Case Review re: Distribution is set for _____, 2026 at _____ A.M. in Department B of the Napa County Courthouse, located at 825 Brown St., Napa, California 94559.

Dated: _____

_____
Hon. Joseph J. Solga
Napa County Superior Court Judge

EXHIBIT 2

From: no-reply@formassembly.com
To: Sevada Hakopian
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, August 13, 2026 1:10:46 PM

08/13/2026 01:10:25 PM

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

Item submitted: Proposed Settlement

On 08/13/2026 01:10:25 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1100533-25

If you have questions or concerns regarding this submission or your case, please send an email to 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

Miracle Mile Law Group, LLP
750 N. San Vicente Blvd., Suite 1000
West Hollywood, CA 90069
Phone: (213) 433-3588
Facsimile: (888) 224-4132
www.miraclemilelaw.com

May 22, 2025

PAGA NOTICE FILED ELECTRONICALLY
PAGA FILING FEE BY U.S. MAIL

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
https://dir.tfaforms.net/128

Re: *Notice Letter of Dana Maria Sepulveda Morales on Behalf of Himself and Aggrieved Employees Under California Labor section 2699.3*

Employers: Eye Care Center of Napa Valley, A Medical Corporation
895 Trancas Street, Suite A
Napa, California 94558

David S. Kim
895 Trancas Street, Suite A
Napa, California 94558

Paul K. Row
895 Trancas Street, Suite A
Napa, California 94558

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). A receipt of the $75 filing fee remunerated to the California Labor and Workforce Development Agency for the PAGA Notice is being mailed along with a copy of this PAGA Notice to the Department of Industrial Relations at the above-listed mailing address.[1]

As further discussed below, Ms. Morales intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under PAGA. Ms. Morales seeks relief on behalf of herself, the State of California, and other persons who are or were employed by Eye Care Center of Nappy Valley, a Medical Corporation,

[1]The $75 filing fee was made simultaneously with the filing of this PAGA Notice on the Department of Industrial Relations' website, www.dir.ca.gov.

in California as a non-exempt, hourly paid employee and who received at least one wage statement. This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

This PAGA Notice concerns Dana Maria Sepulveda Morales ("Ms. Morales") employment with her employers: Eye Care Center of Napa Valley, David S. Kim, and Paul K. Row (collectively, "Employers"). Ms. Morales is an employee of Employers from approximately September 2021 through the present. Ms. Morales and other aggrieved employees served as non-exempt employees of Employers, with duties that included, without limitation, welcoming patients to the facility, answering incoming calls promptly, forwarding calls or taking messages, handling inquiries and providing basic information, schedule and confirming appointments, maintaining calendars for staff, handling patient concerns or complaints, and providing directions or assistance within the facilities. In return, Employers paid (or purported to pay) Ms. Morales and similarly aggrieved employees an hourly wage for their services.

Upon information and belief, and at all relevant times, Employers issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Morales and other aggrieved employees, regardless of their location or position. Further, upon information and belief, Employers maintain a centralized payroll department at their corporate headquarters in California, which processes payroll for all non-exempt, hourly paid employees working for Employers in California. Employers issue the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, irrespective of their location, position, or manner in which each employee's employment ended. In other words, Employers utilized the same methods and formulas when calculating wages due to Ms. Morales and other aggrieved employees in California.

Ms. Morales and similarly aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Ms. Morales is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of compelling their employees to work over eight (8) hours in a workday or forty (40) hours in a workweek; over twelve (12) hours in a workday; and/or seven (7) consecutive workdays in a workweek without being properly compensated for all hours worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek; all hours worked in excess of twelve (12) hours in a workday; and/or for all hours worked on the seventh consecutive workday in a workweek, as a result of, among other things, Employers failed to pay all overtime wages owed to Ms. Morales and similarly aggrieved employees.

Additionally, Mr. Morales is informed and believes, and based thereon alleges, that Employers had and have a practice or policy of failing to compensate Ms. Morales and similarly aggrieved employees with minimum wages for all hours worked or otherwise under Employers'

control as a result of, without limitation, due to its policies and practices of understaffing its locations while experiencing heavy workloads.

First, Ms. Morales and/or aggrieved employees, at times, were required at times during their employment to clock-out for office meetings while under the control of Employers, without compensation. Second, Ms. Morales and/or aggrieved employees were required to travel to Employers' offices in St. Helena and/or American Canyon during their meal break(s) while off-the-clock without compensation, and as a result did not receive a compliant meal period as they were under Employers' control and were not relieved of all duties. Also, at times, Ms. Morales and aggrieved employes assisted patients with questions regarding their medication, appointment(s), and so forth, at the end of the day while off-the-clock. Employers knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Morales and other aggrieved employees were performing their assigned duties during their workday/meal period(s) and were suffered or permitted to work for which they were not paid. As such, Ms. Morales is informed and believes, and based thereon alleges, that Employers' violated, without limitation, Labor Code sections 510, 1182.12, 1194, 1197, 1197.1, 1198, and applicable Wage Orders based on their continued failure to pay minimum wages for all hours worked, which could have resulted in additional overtime payments. As such, Ms. Morales and aggrieved employees are entitled to actual and liquidated damages under, without limitations, Labor Code sections 1194, 1194.2, and Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699, *et el.*

Ms. Morales is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of compelling their employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof as discussed above. Consequently, Ms. Morales is informed and believes, and based thereon alleges, that Employers violated Labor Code section 512, 1198, entitling Mr. Morales and similarly aggrieved employees to premium payments under Labor Code section 226.7. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699, *et al*.

Due to Employers' policies and practices of understaffing its locations while experiencing heavy workloads, Ms. Morales is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of compelling their non-exempt employees, including, without limitation, Ms. Morales, to work over four-hour periods (or major fractions thereof) without authorizing and permitting their employees to take timely, paid, uninterrupted, and complete ten-minute rest periods during the workday in which the employees are completely relieved of all of their duties including. Further, Employers have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted, as discussed herein. As such, Ms. Morales is informed and believes, and

based thereon alleges, that Ms. Morales and similarly aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. Employers would also be liable for civil (including in the form of unpaid wages) pursuant to Labor Code sections 558 and 2699, *et seq*.

As a result of, among other things, Employers' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods or compensation in lieu thereof; and provide rest or recovery periods or compensation in lieu thereof, as described above, Ms. Morales is informed and believes, and based thereon alleges, that Employers also intentionally failed and continue to fail to furnish employees, including Ms. Morales, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, and other such information as required by Labor Code section 226, subdivision (a). Consequently, since Employers have failed to comply with Labor Code section 226, subdivision (a), Ms. Morales and similarly aggrieved employees are entitled to recover penalties under, without limitation, Labor Code sections 226, subdivision (e), and 226.3. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699, *et seq*.

Furthermore, California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between 16th and 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th of the following month. Section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Here, and during the relevant time period, Employers failed to pay Ms. Morales and other aggrieved employees all wages due to them, as discussed above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by section 204. Employers would be liable for civil penalties pursuant to Labor Code sections 210 and /or 2699, *et seq*.

California Labor Code sections 201, 202, and 2023 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee voluntarily leaves his or her employment, the wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which the employee is

entitled to their wages at the time of separation. Here, Employers willfully failed to pay Ms. Morales and other aggrieved employees who are no longer employed by Employers all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employ in violation of California Labor Code sections 201-203. As a result, Ms. Morales and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interests thereon, pursuant to Labor Code sections 256 and/or 2699, *et seq*.

Ms. Morales is informed and believes, and based thereon alleges that Employers also failed and refused, and continue to fail and refuse, to reimburse employees, including, without limitation, Ms. Morales and similarly aggrieved employees, with their costs incurred in using their cellular telephones in furtherance of their work duties (i.e., Employers required employees to have Paychex application installed on their phones in order to clock-in and out while traveling to other offices, to request time off from work, to review wage statements, and so forth), as required by Labor Code 2802, and other statutory and common law offenses. Additionally, upon information and belief, Ms. Morales alleges that aggrieved employees received two (2) pairs of scrubs every year from Employers, however this amount of scrubs is not adequate for the entire week, as such, aggrieved employees purchase additional scrubs which cost approximately $50-$80, without proper reimbursements. Among other relief, employees may collect from Employers in connection with these violations, civil penalties pursuant to Labor Code sections 558 and 2699.

Ms. Morales is informed and believes, and based thereon alleges, that Employers failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other actions, failing to provide Ms. Morales and similarly aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Employers; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Mr. Morales is informed and believes that failure to provide such information at the commencement of his employment, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Ms. Morales may immediately thereafter file a

civil complaint against Employers to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

MIRACLE MILE LAW GROUP, LLP



Steven I. Azizi
Sevada Hakopian

cc: Eye Care Center of Napa Valley, A Medical Corporation (via U.S. Certified Mail, Return Receipt Requested)
David S. Kim (via U.S. Certified Mail, Return Receipt Requested)
Paul K. Row (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 3

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

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

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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.

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NLJ'S BILLING SURVEY

Select a Firm

- Miles & Stockbridge
- Miller & Martin
- Morgan Lewis
- Morris Manning
- Morrison & Foerster
- Nixon Peabody
- Norton Rose
- Nutter McClennen
- O'Melveny & Myers
- Orrick Herrington
- Parker Poe
- Patton Boggs
- Paul Hastings
- Paul Weiss
- Pepper Hamilton
- Perkins Coie

Morrison & Foerster

Largest U.S. Office: **San Francisco**, **1,010** total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604**.

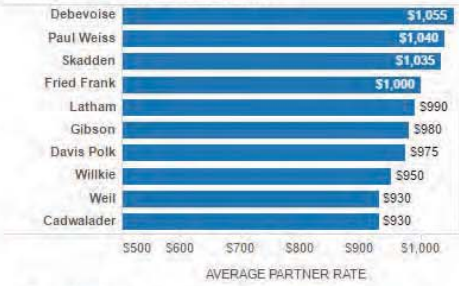
Associate rates averaged **$370**.

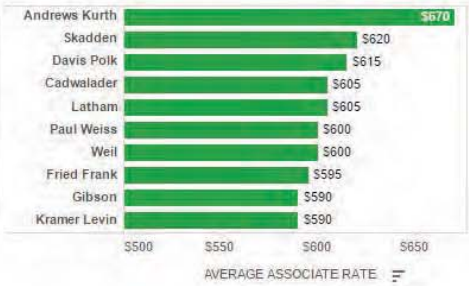
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York							
Andrews Kurth	Houston							
Hughes Hubbard	New York							
Irell & Manella	Los Angeles							
Proskauer Rose	New York							
White & Case	New York							
Morrison & Foerster	San Francisco	1,010	$1,195	$865	$595	$725	$525	$230
Pillsbury Winthrop	Washington							
Kaye Scholer	New York							
Kramer Levin	New York							
Hogan Lovells	Washington							
Kasowitz Benson	New York							
Kirkland & Ellis	Chicago							
Cooley	Palo Alto, Calif.							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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Select a Firm

- Connell Foley
- Cooley
- Covington & Burling
- Cox Smith
- Cozen O'Connor
- Curtis, Mallet-Prevost
- Davis Graham
- Davis Polk
- Debevoise & Plimpton
- Dechert
- Dentons
- Dickstein Shapiro
- Dinsmore & Shohl
- DLA Piper
- Dorsey & Whitney

Cooley

Largest U.S. Office: **Palo Alto, Calif.**, **632** total full-time equivalent attorneys

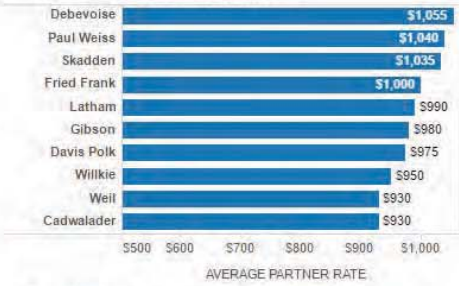


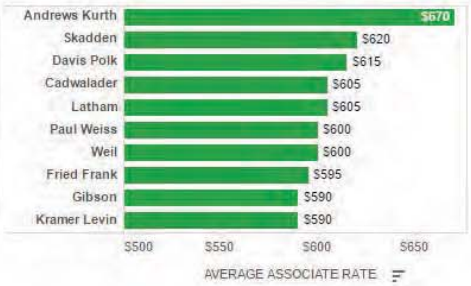
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York							
Kramer Levin	New York							
Hogan Lovells	Washington							
Kasowitz Benson	New York							
Kirkland & Ellis	Chicago							
Cooley	Palo Alto, Calif.	632	$990	$820	$660	$630	$525	$160
Arnold & Porter	Washington							
Paul Hastings	New York							
Curtis, Mallet-Prevost	New York							
Winston & Strawn	Chicago							
Bingham McCutchen	Boston							
Akin Gump	Washington							
Covington & Burling	Washington							
King & Spalding	Atlanta							

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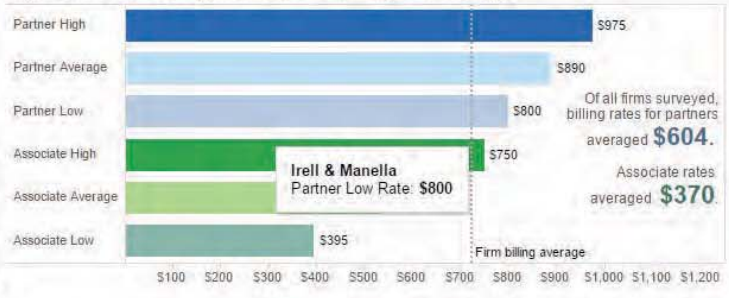
NLJ'S BILLING SURVEY

Select a Firm

- Harris Beach
- Harter Secrest
- Haynes and Boone
- Hogan Lovells
- Holland & Hart
- Holland & Knight
- Honigman Miller
- Hughes Hubbard
- Husch Blackwell
- Ice Miller
- Irell & Manella
- Jackson Kelly
- Jackson Lewis
- Jackson Walker
- Jeffer Mangels
- Jenner & Block

Irell & Manella

Largest U.S. Office: **Los Angeles**, **164** total full-time equivalent attorneys

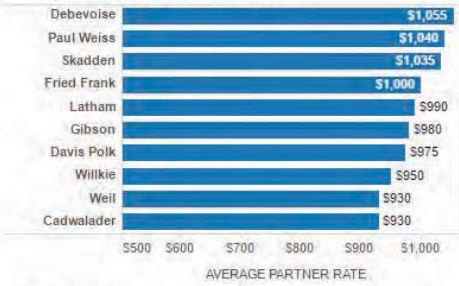


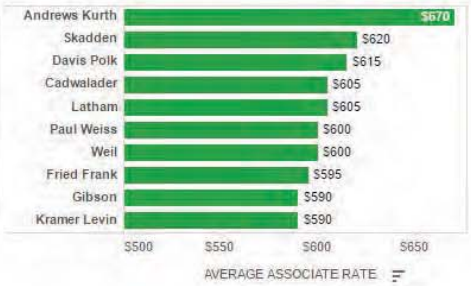
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Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York							
Andrews Kurth	Houston							
Hughes Hubbard	New York							
Irell & Manella	Los Angeles	164	$975	$890	$800	$750	$535	$395
Proskauer Rose	New York							
White & Case	New York							
Morrison & Foerster	San Francisco							
Pillsbury Winthrop	Washington							
Kaye Scholer	New York							
Kramer Levin	New York							
Hogan Lovells	Washington							
Kasowitz Benson	New York							
Kirkland & Ellis	Chicago							
Cooley	Palo Alto, Calif.							

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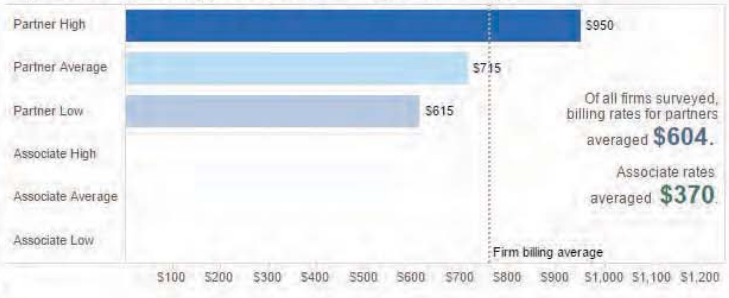
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NLJ'S BILLING SURVEY

Select a Firm
- McElroy Deutsch
- McGuireWoods
- McKenna Long
- Michael Best
- Miles & Stockbridge
- Miller & Martin
- Morgan Lewis
- Morris Manning
- Morrison & Foerster
- Nixon Peabody
- Norton Rose
- Nutter McClennen
- O'Melveny & Myers
- Orrick Herrington
- Parker Poe
- Patton Boggs

O'Melveny & Myers

Largest U.S. Office: **Los Angeles**, 738 total full-time equivalent attorneys

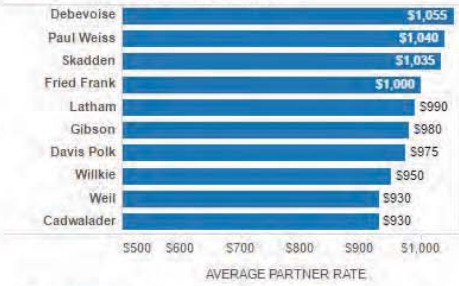


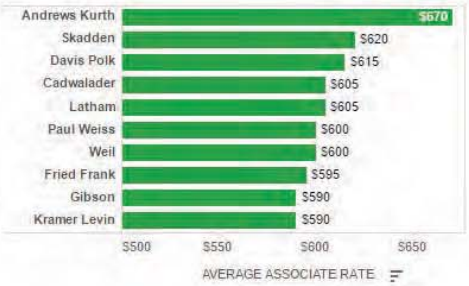
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago							
Dickstein Shapiro	Washington							
Jenner & Block	Chicago							
Jones Day	New York							
Manatt Phelps	Los Angeles							
Seward & Kissel	New York							
O'Melveny & Myers	Los Angeles	738	$950	$715	$615			
McDermott Will	Chicago							
Reed Smith	Pittsburgh							
Dentons	N/A**							
Jeffer Mangels	Los Angeles							
Sheppard Mullin	Los Angeles							
Alston & Bird	Atlanta							
Foley Hoag	Boston							

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- McElroy Deutsch
- McGuireWoods
- McKenna Long
- Michael Best
- Miles & Stockbridge
- Miller & Martin
- Morgan Lewis
- Morris Manning
- Morrison & Foerster
- Nixon Peabody
- Norton Rose
- Nutter McClennen
- O'Melveny & Myers
- Orrick Herrington
- Parker Poe
- Patton Boggs

Orrick, Herrington & Sutcliffe

Largest U.S. Office: **San Francisco**, **977** total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604**.

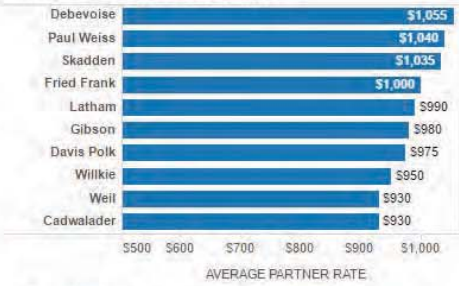
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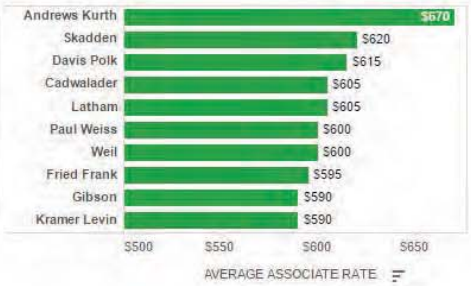
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia							
Kelley Drye	New York							
Gardere Wynne	Dallas							
Pepper Hamilton	Philadelphia							
Orrick Herrington	San Francisco	977	$945	$625	$305	$675	$310	$170
Stevens & Lee	Reading, Pa.							
Duane Morris	Philadelphia							
Morgan Lewis	Philadelphia							
Troutman Sanders	Atlanta							
Allen Matkins	Los Angeles							
Katten Muchin	Chicago							
Lowenstein Sandler	Roseland, N.J.							
Seyfarth Shaw	Chicago							
Buchalter Nemer	Los Angeles							

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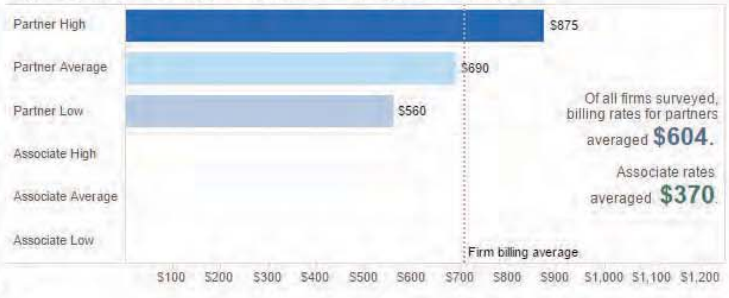
NLJ'S BILLING SURVEY

Select a Firm

- Jackson Kelly
- Jackson Lewis
- Jackson Walker
- Jeffer Mangels
- Jenner & Block
- Jones Day
- Jones Walker
- Kasowitz Benson
- Katten Muchin
- Kaye Scholer
- Kelley Drye
- Kilpatrick Townsend
- King & Spalding
- Kirkland & Ellis
- Knobbe Martens

Jeffer, Mangels, Butler & Mitchell

Largest U.S. Office: **Los Angeles**, **126** total full-time equivalent attorneys

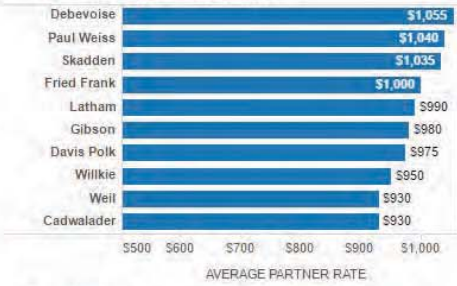


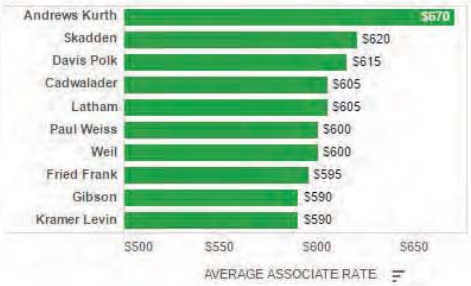
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Dickstein Shapiro	Washington							
Jenner & Block	Chicago							
Jones Day	New York							
Manatt Phelps	Los Angeles							
Seward & Kissel	New York							
O'Melveny & Myers	Los Angeles							
McDermott Will	Chicago							
Reed Smith	Pittsburgh							
Dentons	N/A**							
Jeffer Mangels	Los Angeles	126	$875	$690	$560			
Sheppard Mullin	Los Angeles							
Alston & Bird	Atlanta							
Foley Hoag	Boston							

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NLJ'S BILLING SURVEY

Select a Firm
- Robinson & Cole
- Rutan & Tucker
- Saul Ewing
- Sedgwick
- Seward & Kissel
- Seyfarth Shaw
- Sheppard Mullin
- Shumaker Loop
- Shutts & Bowen
- Skadden, Arps
- Snell & Wilmer
- Squire Sanders
- Stevens & Lee
- Stinson Morrison
- Stoel Rives
- Strasburger & Price

Sheppard, Mullin, Richter & Hampton

Largest U.S. Office: **Los Angeles**, **521** total full-time equivalent attorneys

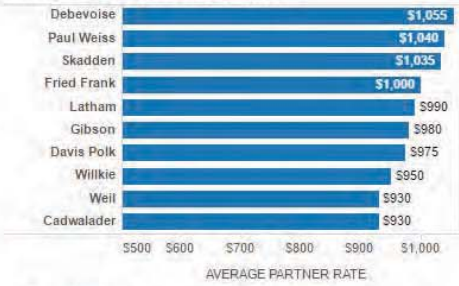


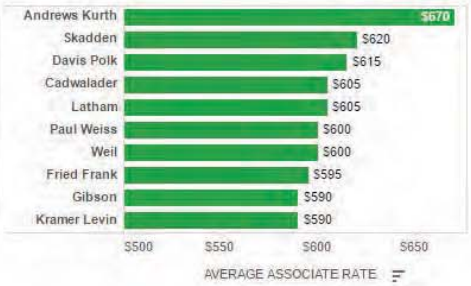
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Jeffer Mangels	Los Angeles							
Sheppard Mullin	Los Angeles	521	$875	$685	$490	$535	$415	$275
Alston & Bird	Atlanta							
Foley Hoag	Boston							
Haynes and Boone	Dallas							
Patton Boggs	Washington							
Wiley Rein	Washington							
Richards Layton	Wilmington, Del.							
Venable	Washington							
Greenberg Traurig	New York							
Squire Sanders	Cleveland							
Arent Fox	Washington							
Blank Rome	Philadelphia							
Kelley Drye	New York							

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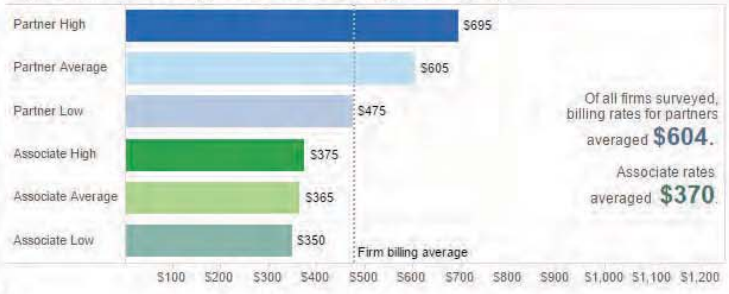
NLJ'S BILLING SURVEY

Select a Firm

- Ballard Spahr
- Barnes & Thornburg
- Benesch Friedlander
- Best Best
- Bingham McCutchen
- Blank Rome
- Bond Schoeneck
- Bowles Rice
- Bracewell & Giuliani
- Bradley Arant
- Broad and Cassel
- Brownstein Hyatt
- Bryan Cave
- (•) Buchalter Nemer
- Burr & Forman
- Butzel Long

Buchalter Nemer

Largest U.S. Office: **Los Angeles**, **134** total full-time equivalent attorneys

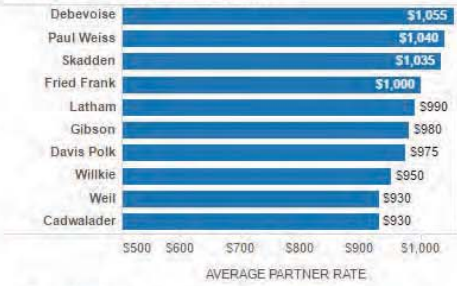


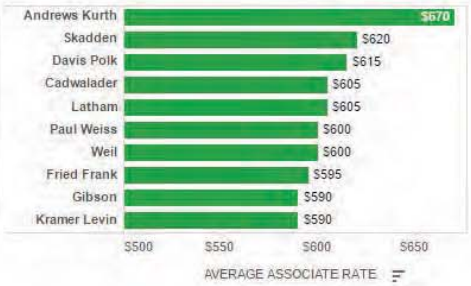
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago							
Buchalter Nemer	Los Angeles	134	$695	$605	$475	$375	$365	$350
Carlton Fields	Tampa, Fla.							
Foley & Lardner	Milwaukee							
Perkins Coie	Seattle							
Vinson & Elkins	Houston							
Holland & Knight	Washington							
McGuireWoods	Richmond, Va.							
Bryan Cave	St. Louis							
Nutter McClennen	Boston							
Gibbons	Newark, N.J.							
Cozen O'Connor	Philadelphia							
Knobbe Martens	Irvine, Calif.							
Kilpatrick Townsend	Atlanta							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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NLJ'S BILLING SURVEY

Select a Firm
- Katten Muchin
- Kaye Scholer
- Kelley Drye
- Kilpatrick Townsend
- King & Spalding
- Kirkland & Ellis
- Knobbe Martens
- Kramer Levin
- Lane Powell
- Latham & Watkins
- Lathrop & Gage
- Leonard Street
- Lewis Roca
- Lindquist & Vennum
- Littler Mendelson
- Lowenstein Sandler

Knobbe, Martens, Olson & Bear

Largest U.S. Office: **Irvine, Calif.**, **268** total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604**.

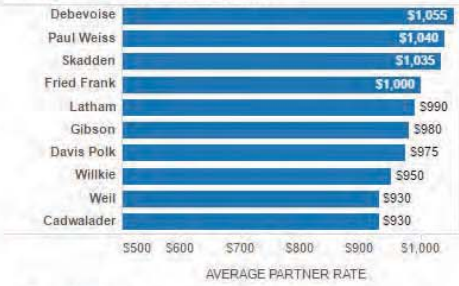
Associate rates averaged **$370**.

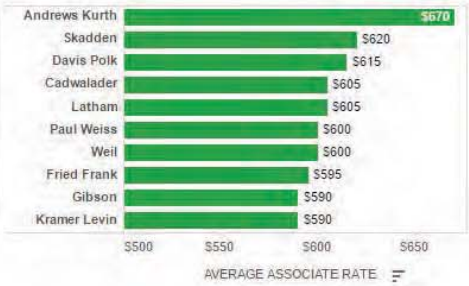
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.							
Cozen O'Connor	Philadelphia							
Knobbe Martens	Irvine, Calif.	268	$785	$555	$440	$535	$345	$295
Kilpatrick Townsend	Atlanta							
Littler Mendelson	San Francisco							
Edwards Wildman	Boston							
Thompson & Knight	Dallas							
Fox Rothschild	Philadelphia							
McCarter & English	Newark, N.J.							
McKenna Long	Atlanta							
Saul Ewing	Philadelphia							
Brownstein Hyatt	Denver							
Lindquist & Vennum	Minneapolis							
Nixon Peabody	Boston							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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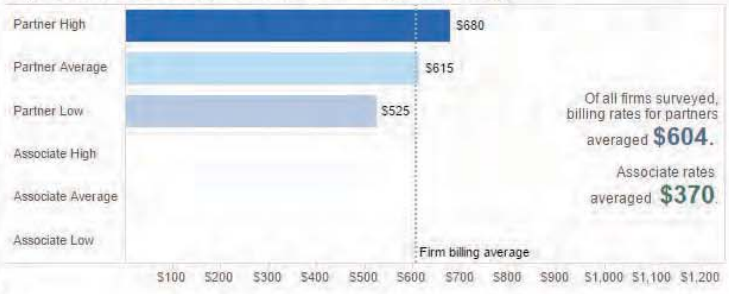
NLJ'S BILLING SURVEY

Select a Firm

- Adams and Reese
- Akerman Senterfitt
- Akin Gump
- Allen Matkins
- Alston & Bird
- Andrews Kurth
- Archer & Greiner
- Arent Fox
- Arnall Golden
- Arnold & Porter
- Arnstein & Lehr
- Baker & Hostetler
- Baker & McKenzie
- Baker Donelson
- Ballard Spahr
- Barnes & Thornburg

Allen Matkins Leck Gamble Mallory & Natsis

Largest U.S. Office: **Los Angeles**, **187** total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604**.

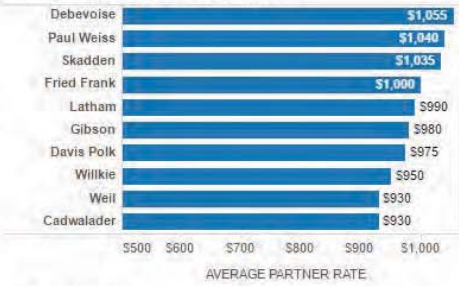
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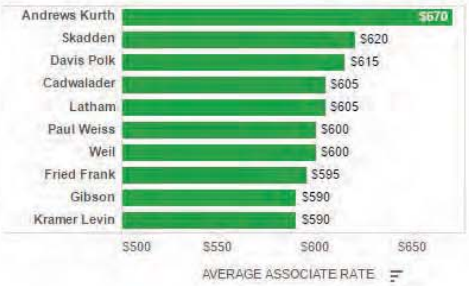
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia							
Kelley Drye	New York							
Gardere Wynne	Dallas							
Pepper Hamilton	Philadelphia							
Orrick Herrington	San Francisco							
Stevens & Lee	Reading, Pa.							
Duane Morris	Philadelphia							
Morgan Lewis	Philadelphia							
Troutman Sanders	Atlanta							
Allen Matkins	Los Angeles	187	$680	$615	$525			
Katten Muchin	Chicago							
Lowenstein Sandler	Roseland, N.J.							
Seyfarth Shaw	Chicago							
Buchalter Nemer	Los Angeles							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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NLJ'S BILLING SURVEY

Select a Firm

- Pepper Hamilton
- Perkins Coie
- Pillsbury Winthrop
- Polsinelli
- Proskauer Rose
- Quarles & Brady
- Quinn Emanuel
- Reed Smith
- Richards Layton
- Riker Danzig
- Robinson & Cole
- (•) Rutan & Tucker
- Saul Ewing
- Sedgwick
- Seward & Kissel
- Seyfarth Shaw

Rutan & Tucker

Largest U.S. Office: **Costa Mesa, Calif.** 139 total full-time equivalent attorneys

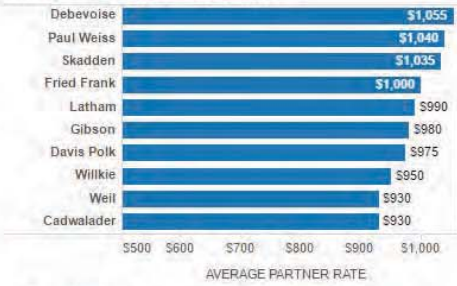


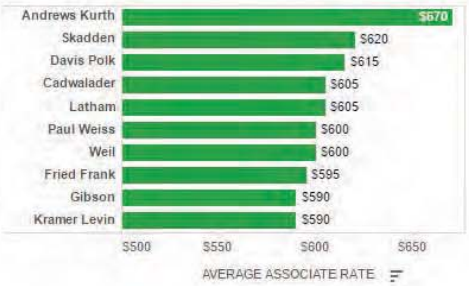
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Arnall Golden	Atlanta							
Rutan & Tucker	Costa Mesa, Calif.	139	$675	$490	$345	$500	$320	$230
Akerman Senterfitt	Miami							
Barnes & Thornburg	Indianapolis							
Morris Manning	Atlanta							
Ballard Spahr	Philadelphia							
Stinson Morrison	Kansas City, Mo.							
Stoel Rives	Portland, Ore.							
Miles & Stockbridge	Baltimore							
Quarles & Brady	Milwaukee							
Arnstein & Lehr	Chicago							
Waller Lansden	Nashville, Tenn.							
Benesch Friedlander	Cleveland							

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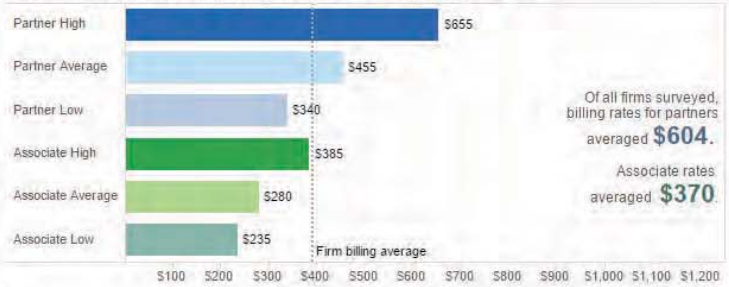
NLJ'S BILLING SURVEY

Select a Firm

- Alston & Bird
- Andrews Kurth
- Archer & Greiner
- Arent Fox
- Arnall Golden
- Arnold & Porter
- Arnstein & Lehr
- Baker & Hostetler
- Baker & McKenzie
- Baker Donelson
- Ballard Spahr
- Barnes & Thornburg
- Benesch Friedlander
- (•) Best Best
- Bingham McCutchen
- Blank Rome

Best Best & Krieger

Largest U.S. Office: **Riverside, Calif.**, **175** total full-time equivalent attorneys

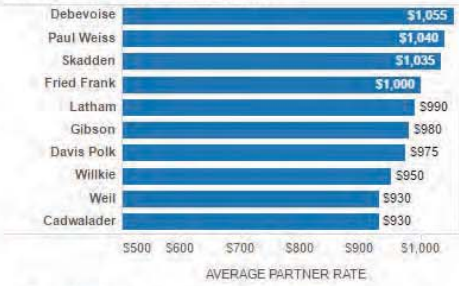


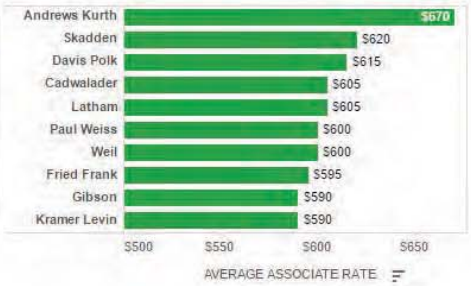
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee							
Arnstein & Lehr	Chicago							
Waller Lansden	Nashville, Tenn.							
Benesch Friedlander	Cleveland							
Best Best	Riverside, Calif.	175	$655	$455	$340	$385	$280	$235
Faegre Baker	Minneapolis							
Riker Danzig	Morristown, N.J.							
Baker & Hostetler	Cleveland							
Ice Miller	Indianapolis							
Parker Poe	Charlotte, N.C.							
Michael Best	Milwaukee							
Butzel Long	Bloomfield Hills, Mich.							
McElroy Deutsch	Morristown, N.J.							
Thompson Coburn	St. Louis							

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NLJ'S BILLING SURVEY

Select a Firm
- Latham & Watkins
- Lathrop & Gage
- Leonard Street
- Lewis Roca
- Lindquist & Vennum
- Littler Mendelson
- Lowenstein Sandler
- Manatt Phelps
- McCarter & English
- McDermott Will
- McElroy Deutsch
- McGuireWoods
- McKenna Long
- Michael Best
- Miles & Stockbridge
- Miller & Martin

Littler Mendelson

Largest U.S. Office: **San Francisco**, 909 total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604.**

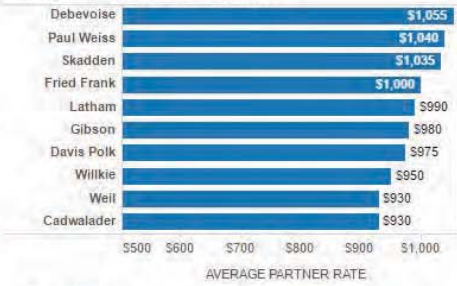
Associate rates averaged **$370.**

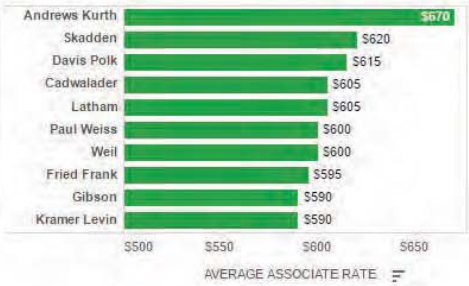
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.							
Cozen O'Connor	Philadelphia							
Knobbe Martens	Irvine, Calif.							
Kilpatrick Townsend	Atlanta							
Littler Mendelson	San Francisco	909	$615	$550	$395	$420	$290	$245
Edwards Wildman	Boston							
Thompson & Knight	Dallas							
Fox Rothschild	Philadelphia							
McCarter & English	Newark, N.J.							
McKenna Long	Atlanta							
Saul Ewing	Philadelphia							
Brownstein Hyatt	Denver							
Lindquist & Vennum	Minneapolis							
Nixon Peabody	Boston							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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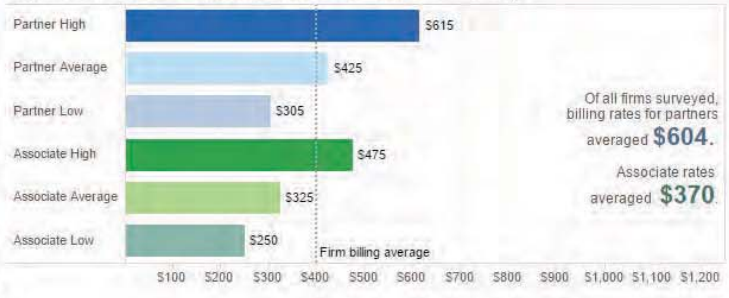
NLJ'S BILLING SURVEY

Select a Firm

- Pepper Hamilton
- Perkins Coie
- Pillsbury Winthrop
- Polsinelli
- Proskauer Rose
- Quarles & Brady
- Quinn Emanuel
- Reed Smith
- Richards Layton
- Riker Danzig
- Robinson & Cole
- Rutan & Tucker
- Saul Ewing
- Sedgwick
- Seward & Kissel
- Seyfarth Shaw

Sedgwick

Largest U.S. Office: **San Francisco**, **347** total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604**.

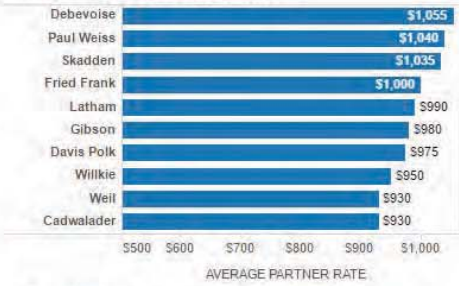
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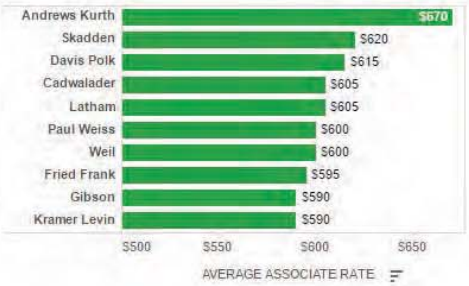
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Holland & Hart	Denver							
Bradley Arant	Birmingham, Ala.							
Husch Blackwell	St. Louis							
Lane Powell	Seattle							
Shutts & Bowen	Miami							
Connell Foley	Roseland, N.J.							
Sedgwick	San Francisco	347	$615	$425	$305	$475	$325	$250
Gordon & Rees	San Francisco							
Lathrop & Gage	Kansas City, Mo.							
Strasburger & Price	Dallas							
Wyatt Tarrant	Louisville, Ky.							
Taft Stettinius	Cincinnati							
Polsinelli	Kansas City, Mo.							
Robinson & Cole	Hartford, Conn.							
Leonard Street	Minneapolis							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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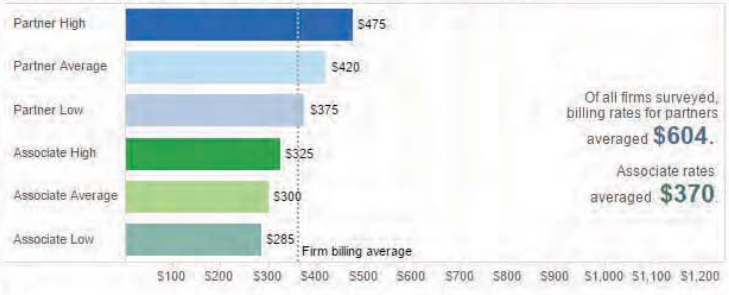
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NLJ'S BILLING SURVEY

Select a Firm
- Dorsey & Whitney
- Duane Morris
- Edwards Wildman
- Faegre Baker
- Foley & Lardner
- Foley Hoag
- Fox Rothschild
- Fried Frank
- Gardere Wynne
- Gibbons
- Gibson Dunn
- Gordon & Rees
- Greenberg Traurig
- Harris Beach
- Harter Secrest

Gordon & Rees

Largest U.S. Office: **San Francisco**, **457** total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604**.

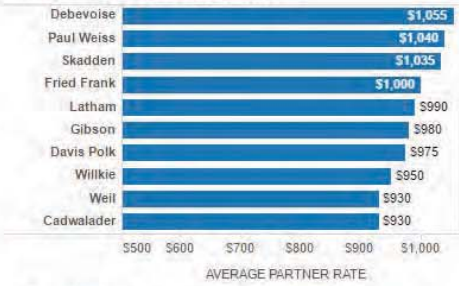
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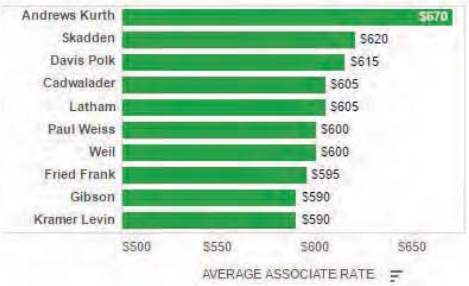
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Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Holland & Hart	Denver							
Bradley Arant	Birmingham, Ala.							
Husch Blackwell	St. Louis							
Lane Powell	Seattle							
Shutts & Bowen	Miami							
Connell Foley	Roseland, N.J.							
Sedgwick	San Francisco							
Gordon & Rees	San Francisco	457	$475	$420	$375	$325	$300	$285
Lathrop & Gage	Kansas City, Mo.							
Strasburger & Price	Dallas							
Wyatt Tarrant	Louisville, Ky.							
Taft Stettinius	Cincinnati							
Polsinelli	Kansas City, Mo.							
Robinson & Cole	Hartford, Conn.							
Leonard, Street	Minneapolis							

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Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC . We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

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NLJ'S BILLING SURVEY

Select a Firm

- Harris Beach
- Harter Secrest
- Haynes and Boone
- Hogan Lovells
- Holland & Hart
- Holland & Knight
- Honigman Miller
- Hughes Hubbard
- Husch Blackwell
- Ice Miller
- Irell & Manella
- Jackson Kelly
- Jackson Lewis
- Jackson Walker
- Jeffer Mangels
- Jenner & Block

Jackson Lewis

Largest U.S. Office: **Los Angeles**, 690 total full-time equivalent attorneys



Of all firms surveyed, billing rates for partners averaged **$604**.

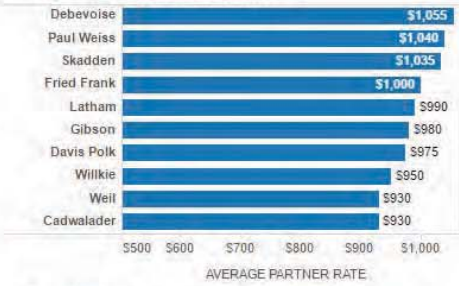
Associate rates averaged **$370**.

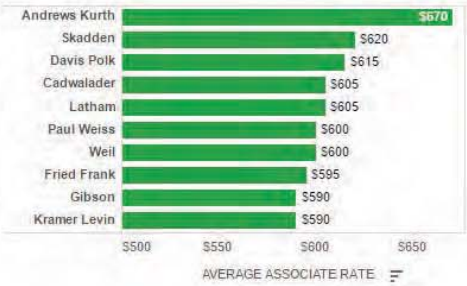
By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit							
Varnum	Grand Rapids, Mich.							
Harris Beach	Rochester, N.Y.							
Harter Secrest	Rochester, N.Y.							
Jones Walker	New Orleans							
Miller & Martin	Chattanooga, Tenn.							
Williams Mullen	Richmond, Va.							
Broad and Cassel	Orlando, Fla.							
Jackson Lewis	Los Angeles	690	$440	$380	$310	$315	$290	$275
Ulmer & Berne	Cleveland							
Bond Schoeneck	Syracuse, N.Y.							
Burr & Forman	Birmingham, Ala.							
Jackson Kelly	Charleston, W.Va.							
Bowles Rice	Charleston, W.Va.							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...





... And the Bottom





Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

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EXHIBIT 4

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Morales v. Eye Care Center of Napa Valley, A Medical Corporation

Friday, March 27, 2026

Requesting Attorney:
Sevada Hakopian
Miracle Mile Law Group, LLP
sevada@miraclemilelaw.com
213.433.3588

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	35
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$416.10
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$2,013.90
Case Conclusion:	$220.00
Estimated ILYM Fees & Expenses:	**$2,650.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Morales v. Eye Care Center of Napa Valley, A Medical Corporation

Friday, March 27, 2026

Requesting Attorney's Name: Sevada Hakopian

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	2	$240.00
NCOA	Flat Rate	$10.00	1	$10.00
Toll-Free Customer Service Representative	Flat Rate	$16.10	1	$16.10

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Subtotal **$416.10**

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	35	$52.50
USPS First Class 1oz Postage	Per Piece	$0.74	35	$25.90
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	5	$10.50
Preparation of Taxes	Hourly	$150.00	1	$150.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$2,013.90**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Declaration	Hourly	$120.00	1	$120.00

Subtotal **$220.00**

Estimated ILYM Fees & Expenses: **$2,650.00**

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

PROOF OF SERVICE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 750 N. San Vicente Blvd, Ste. RW 1000, West Hollywood, California 90069.

On August 13, 2026, I served the foregoing documents on the interested parties in this case:

- **DECLARATION OF SEVADA HAKOPIAN IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**

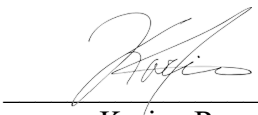
Jack Jimenez, Esq. **O'HAGAN MEYER** Address: 550 South Hope Street Suite 2400 Los Angeles, CA 90071 Emails: jjimenez@ohaganmeyer.com	**Attorneys for Defendants**

[ ] **BY MAIL:** I am "readily familiar" with the practices of MIRACLE MILE LAW GROUP, in collecting and processing correspondence and documents for mailing. Under that practice, documents for mailing would be deposited with the US Postal Service on that same day this affidavit is signed with postage fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date is more than 1-day after the day of deposit for mailing the affidavit. [CCP § 1013]

[X] **BY EMAIL:** I served the above-mentioned document electronically on the parties listed at the e-mail addresses on the next page and, to the best of my knowledge, the transmission was complete and without error in that I did not receive an electronic notification to the contrary.

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

Executed on August 13, 2026, at West Hollywood, California.



Karine Reganyan
Declarant