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Attorneys for Plaintiff and all aggrieved employees

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JUDITH ZARATE CRUZ, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

TRI-VALLEY VEGETABLE
HARVESTING, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

Case No. 23CV00015

[Case Assigned for All Purposes to Hon James
F. Rigali in Dept. SM2]

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

*[Filed concurrently with Plaintiff's Motion of
Approval of Representative Action Settlement,
Declarations of Sean Hartranft of Apex Class
Action LLC and Plaintiff Judith Zarate Cruz in
Support of Plaintiff's Motion for Approval of
Representative Action Settlement; [Proposed]
Judgment and Order]*

Date: January 21, 2025

Time: 8:30 A.M.

Dept.: SM 2

Complaint Filed: January 3, 2023

Trial Date: None Set

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I, Liane Katzenstein Ly, declare as follows:

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

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

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

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On October 28 2022, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 (“PAGA”), to the Labor Workforce Development Agency (“LWDA”) regarding her intent to seek civil penalties for Defendant’s violation of Labor Code §§ 226, 226(a), 226.7, 510, 1194, 1194.2, 1198.5, 1199, and 2802, as well as applicable Industrial Welfare Commission Wage Orders, under Labor Code section 2699, *et seq.* Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice.

6. Plaintiff filed her Representative Action Complaint on January 3, 2023, seeking penalties under Labor Code § 2699 et seq., the Private Attorneys General Act (“PAGA”), for Defendant’s violation of Labor Code §§ 226, 226(a), 226.7, 510, 1194, 1194.2, 1198.5, 1199, and 2802, and a cause of action for Defendant’s failure to provide Plaintiff with her personnel file and

1 pay records under §§ 226 and 1198.5. (Hereafter, the “PAGA Action” or the “Action”).

2 7. Plaintiff sent an Amended PAGA Notice on September 9, 2024 adding several causes
3 of action.

4 8. Plaintiff filed her Amended Complaint including these causes of action on November
5 25, 2024.

6 9. The Parties filed a Joint Stipulation and Protective Order that was approved on
7 November 28, 2023.

8 **DISCOVERY**

9 10. Plaintiff served her first set of Special Interrogatories and Requests for Production of
10 Documents on March 21, 2023. Defendant served their responses on July 28, 2023. Defendant
11 produced additional data for mediation purposes only.

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

17 **THE SETTLEMENT**

18 12. Defendant will pay the total sum of \$187,000.00 in full and final settlement of the
19 PAGA claims alleged.

20 13. Per the Agreement, the amount is allocated as follows:

21 Maximum Settlement Amount:	\$187,000.00
22 Plaintiff’s Counsel Fees Payment:	\$62,333.33
23 Plaintiff’s Counsel Litigation Expenses Payment:	\$13,869.98 ¹
24 Administrator Expenses Payment:	\$8,000.00
25 Named Plaintiff Enhancement:	\$5,000.00
26 PAGA Penalties:	\$97,796.69
	<i>(\$73,347.52 to the LWDA; \$24,449.17 to the</i>

26 ¹ The Settlement Agreement provided for counsel to receive cost reimbursement up to \$16,000.00. However,
27 counsel’s final costs come to \$13,269.98. Plaintiff anticipates incurring an additional \$600 in future costs
28 associated with filing this motion, appearing at the hearing, etc. so requests costs of \$13,869.98. (Ly Dec., Ex. 1).
The extra cost amount will remain in the net settlement fund, causing the net amount for distribution to the LWDA
and Aggrieved Employees to be slightly higher than the amount contemplated in the settlement agreement. (Ly
Dec., Ex. 1, ¶6.)

aggrieved employees)

14. Each aggrieved employee shall receive a pro-rata portion of the remaining amount in PAGA penalties by dividing the amount of the aggrieved employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods during the Settlement Period during which all Aggrieved Employees were engaged as an hourly and/or piece-rate employee in California for Defendant., and then multiplying the result by each aggrieved employee's respective number of pay periods they were employed in hourly and/or piece-rate positions during the Settlement Period.

15. For settlement purposes, the Aggrieved Employees are defined as: "This Settlement covers all current and former hourly and/or piece-rate employees of Defendant who were employed in California at any time from October 28, 2021" through November 9, 2024. ("Aggrieved Employee"). The Settlement Period means the period from October 28, 2021 through the Effective Date.

RISKS AND EVALUATION OF THE SETTLEMENT

16. In order to comply with the requirements of Labor Code §2699, Plaintiff submits the instant Motion and the Agreement for Court approval.

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

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

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

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

1 21. Plaintiff's Counsel anticipated that, at trial, Counsel for Defendant could make a
2 potentially persuasive argument that t: (1) the Aggrieved Employees were properly paid and/or
3 reimbursed in accordance with Defendant's lawful policies and practices, and that any alleged failure
4 to compensate the Aggrieved Employees was the result of inadvertence and clerical error; (2) the
5 Aggrieved Employees were provided with the opportunity to take meal and rest breaks in compliance
6 with California law; (3) until this PAGA Action was filed, no employees had complaints about any
7 alleged failure to pay wages, provide meal and/or rest breaks, reimburse expenses, issue accurate
8 itemized wage statements; (4) none of Defendant's employees suffered any harm from or actual
9 damage as a result of the conduct that forms the basis for Plaintiff's allegations. All of which,
10 Counsel for Defendant would argue, should mitigate in factor of significantly reducing or waiving
11 any PAGA penalties.

12 22. While Plaintiff disagrees that this analysis is legally correct or persuasive, Plaintiff's
13 Counsel had to consider the foregoing facts and arguments and how they might impact any judgment
14 ultimately awarded to Aggrieved Employees if the Court were persuaded by them.

15 23. Plaintiff alleged that the aggrieved employees routinely worked "off the clock" after
16 their shifts.

17 24. Specifically, Plaintiff alleged that Plaintiff and the aggrieved employees would have
18 to keep working without compensation if there were still vegetables left on their worktables and/or
19 clean the machines and their work areas before they were permitted to leave.

20 25. The time spent was "clocked out" and as such, Plaintiff alleged that Plaintiff and the
21 Aggrieved Employees were not compensated for this time worked even though this time is
22 compensable.

23 26. Plaintiff alleged that these "off the clock" wages were missing on every pay period.

24 27. Defendant disputed this allegation, alleging that no work was ever performed off the
25 clock and the time keeping system ensured that the hours recorded were accurate, among other
26 defenses.

27 28. Plaintiff alleges that Plaintiff and the Aggrieved Employees did not receive all second
28 and third rest periods due to Defendant's policy and practices.

1 29. Plaintiff alleges that because these rest periods were not properly recorded,
2 employees were not paid for these rest breaks as is required for piece-rate workers.

3 30. As such, Defendant is liable for PAGA penalties for these violations. Defendant
4 disputed this allegation, alleging all rest periods were provided and legally compliant, among other
5 defenses.

6 31. Plaintiff alleges that Defendant required that Plaintiff and the aggrieved employees
7 use their own vehicles to travel between job sites to perform work tasks.

8 32. Because Defendant did not provide buses or other transportation to workers so that
9 they could travel from job sites to job sites in the middle of their shifts, Plaintiff alleges that they
10 used their own vehicles to travel from job site to job site.

11 33. Plaintiff alleges that Defendant has failed to reimburse Plaintiff and the Aggrieved
12 Employees for all mileage as a result of using their own vehicles.

13 34. Plaintiff contends that she was not reimbursed for all mileage incurred despite using
14 her personal vehicle on a regular and consistent basis. There are only three mileage reimbursement
15 forms for the entirety of Plaintiff's employment, despite being employed for nearly 8 years and
16 traveling between worksites at least 3-4 times per month.

17 35. Defendant disputed this allegation, alleging that it did reimburse all necessary
18 expenses properly and had a policy and practice in place to do so, among other defenses.

19 36. Here, as a result of the allegations above, Plaintiff alleges that Defendant has failed
20 to furnish Plaintiff and all aggrieved employees accurate itemized wage statements that show total
21 hours worked by the employee and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code
23 §§ 226(a)(2) and (9).

24 37. On August 12, 2022, Plaintiff mailed to Defendant her first written request to her
25 employer to copy or to receive a copy of her personnel file and payroll records.

26 38. The letter cited Labor Code §§ 226 and 1198.5.

27 39. Defendant did not provide the documentation requested by Plaintiff within the
28 statutory time frames causing Plaintiff to mail a second written request to Defendant on September

1 13, 2022.

2 40. Defendant did not provide the documentation requested by Plaintiff in her second
3 written request within the statutory time frame.

4 41. Plaintiff did not receive her personnel file until December 1, 2023.

5 42. Labor Code section 2699(f) provides, in relevant part, “[f]or all provisions of this
6 code except those for which a civil penalty is specifically provided, there is established a civil penalty
7 for a violation of these provisions, as follows: one hundred dollars (\$100) for each aggrieved
8 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
9 employee per pay period for each subsequent violation.” In addition, the statute provides that “[a]ny
10 employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and
11 costs.” (Labor Code § 2699(g)(1)).

12 43. There are approximately 10,058 PAGA Periods at issue affecting approximately 400
13 Aggrieved Employees in this Settlement.

14 44. If one PAGA penalty occurred during each pay period, the maximum exposure
15 would be \$1,005,800.00.

16 45. Plaintiff alleges an off the clock claim, a reimbursement claim, and a wage statement
17 claim in each pay period.

18 46. If these claims are stacked, the value of these three claims together is over
19 \$3,000,000.00

20 47. Plaintiff’s damage analysis indicated that approximately 1,790 shifts had a rest period
21 violation, or \$179,000.00.

22 48. There are also approximately 310 former employees, which brings the claim for
23 waiting time penalties pursuant to Labor Code §§ 201-203 to \$31,000.00.

24 49. Based on these figures, the maximum potential exposure for the PAGA claims for
25 the Aggrieved Employees is more than \$3,100,000.00.

26 50. However, in light of the immense discretion available, Plaintiff believes the
27 Settlement is reasonable.

28 51. The Court could determine that stacking was improper, reduce the penalty amount,

1 or rule against Plaintiff on all or some of the violations.

2 52. Plaintiff believes this is a very fair and reasonable settlement in light of the risks.

3 **ATTORNEY COMPETENCE**

4 53. Kingsley Szamet & Ly is experienced in prosecuting employment litigation, and
5 since 2000 we have focused our practice on wage, hour, and working condition violations. My firm
6 is well versed in class action litigation and has diligently and aggressively pursued this action.
7 Kingsley Szamet & Ly currently serves as Plaintiff's Counsel for several dozens of pending class
8 action lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal
9 Court. Below is a small, but representative sampling of wage and hour cases handled by my firm:

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

1 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
2 fees request of 33.3%.

3 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
4 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
5 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
6 court granted attorneys' fees request of 38%.

7 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
8 2014, the Honorable William F. Highberger granted final approval of Settlement
9 in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request
10 of 33.33%.

11 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
12 00705 AWIJLT). This certified class action was approved for final settlement by
13 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
14 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

15 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda
16 Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of
17 Settlement in the gross amount of \$995,000.00, and the court granted attorney's
18 fees request of 33.33%.

19 k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March
20 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
21 Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in
22 attorney's fees.

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

27 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter
28 was proposed for final settlement by the Honorable Richard L. Fruin on February

1 19, 2016, in the gross amount of \$5,250,000.

2 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).

3 The matter was approved for final settlement by the Honorable Lee Smally
4 Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees
5 request of 38%.

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

11 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
12 15-101333). The matter was approved for final settlement before the Hon. Stephen
13 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
14 attorneys' fees request of 33.33%.

15 54. Kingsley Szamet & Ly filed its first class certification motion in the year 2000 and
16 since that time has been appointed Plaintiff's Counsel on dozens of wage and hour class actions that
17 have been approved for class certification. Since 2012, Kingsley Szamet & Ly has moved for class
18 certification in 15 matters and has successfully obtained class certification in 15 of those cases. A
19 brief sampling of which includes:

20 a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*,
21 approved for Class Certification in 2011.

22 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
23 December 19, 2012) (court granted contested class certification and appointed
24 Kingsley Szamet & Ly as Plaintiff's Counsel).

25 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
26 filed February 3, 2014) (court granted contested class certification and appointed
27 Kingsley Szamet & Ly as Plaintiff's Counsel).

28 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,

1 filed January 27, 2015) (court granted contested class certification and appointed
2 Kingsley Szamet & Ly as Plaintiff's Counsel).

3 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C
4 0214). contested class certification granted in June 2020.

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

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

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

11 55. Plaintiff's Counsel is experienced in the handling of wage and hour class and
12 representative actions and supports this Settlement. Based on its analysis, Plaintiff's Counsel
13 believes that this settlement is fair and reasonable and in the best interest of the aggrieved employees.

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

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

18 57. As detailed fully in the Settlement, the settlement provides for Defendant to create a
19 Maximum Settlement Amount of \$187,000.00. From that fund, Plaintiff requests an award of
20 attorneys' fees for Plaintiff's Counsel in the amount of \$62,333.33, or 33.33% of the Maximum
21 Settlement Amount, and \$13,869.98 in reimbursement for litigation costs.

22 58. In addition to the complexity of this case, Plaintiff's Counsel has borne the entire risk
23 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
24 basis. Through the investment of substantial effort and resources, Plaintiff's Counsel has secured an
25 outstanding Settlement of behalf of the Aggrieved Employees. Defendant vigorously contested
26 liability, the amount of claimed damages, and the propriety of class certification. It is this kind of
27 situation, involving complex issues, that has been recognized as justifying a substantial attorney fee
28 award.

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

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

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

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

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

- a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed) ;
- e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,

2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer’s motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);

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

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

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

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

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

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

64. Unlike plaintiffs’ firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County, and San Diego County. This survey is attached hereto as Exhibit “1”.

65. While plaintiffs’ firms strive to take on cases that are meritorious (for ethical as well

1 as monetary reasons), as this Court knows, many of these cases hinge on the decision of class
2 certification. Recently, there has been a renewed effort by defense counsel and/or their clients to
3 challenge these cases and to push back, especially on certification motions. In addition, many novel
4 legal issues have gone up on appeal, which has complicated the landscape for settlement.

5 **PLAINTIFF’S COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

6 66. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
7 Plaintiff’s Counsel have an aggregate lodestar in the amount of \$43,830.00 which represents 60
8 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff’s
9 instant Motion, and 10 future hours.

10 67. As such, Plaintiff’s Counsel is asking for a lodestar multiplier of 1.42.

11 68. This case dealt with difficult legal and factual questions. Significantly, the risk
12 attendant to the underlying claims in this matter was great considering Defendant’s defenses as
13 discussed in detail above. Were this case to proceed, Defendant would have a strong incentive to
14 litigate tenaciously. There are genuine issues in dispute.

15 69. Furthermore, Plaintiff’s Counsel was able to obtain close to the full value for this
16 case.

17 70. As discussed above, Plaintiff’s Counsel are skilled wage and hour practitioners with
18 decades of experience who diligently prepared and litigated this matter.

19 71. To achieve the ultimate result in this case, my firm had to incur substantial risk and
20 expense, and were precluded from taking other fee generating employment for 46 hours of attorney
21 time.

22 72. This matter had been handled purely on a contingency fee basis and Plaintiff’s
23 Counsel has advanced many thousands of dollars in costs while deferring all payment of fees, with
24 no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting
25 significant firm resources to prosecution of this matter.

26 73. Plaintiff’s Counsel believe this is an exceptional result that has been well received
27 by the Aggrieved Employees.

1 74. Plaintiff's Counsel litigated this action with great efficiency in light of the amount of
2 work required to achieve the Settlement.

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

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

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

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

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

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

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

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

23 83. Jessica Adlouni is an Associate Attorney at Kingsley Szamet & Ly. She is billed at
24 \$500 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from
25 UCLA School of Law in May 2019.

26 84. Jessi Bulaon is an Associate Attorney at Kingsley Szamet & Ly. Ms. Bulaon is a
27 graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her
28 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's

1 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment
2 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a
3 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of
4 2021. She is billed at \$450 per hour.

5 85. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New*
6 *Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two dozen
7 bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour,
8 with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite
9 low inflation and weak demand for legal services, rates at large corporate law firms have risen by
10 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest
11 rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit
12 “3”.

13 86. Plaintiff’s Counsel’s charged rate are commensurate with the prevailing market rates in
14 Los Angeles County for attorneys of comparable experience and skill handling complex litigation.

15 87. Plaintiff’s Counsel’s rates in calculating the lodestar are the same rates charged to non-
16 contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal
17 services.

18 88. Plaintiff’s Counsel made all reasonable attempts to avoid duplication of assignments
19 and to assign tasks to timekeepers at the appropriate billing rates.

20 89. Finally, Plaintiff’s Counsel’s rates are in line with the adjusted Laffey Matrix, which is
21 a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
22 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.
23 Kingsley, is \$1,141, a reasonable rate for an attorney with 16 years of experience, such as myself, is
24 \$948, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Adlouni, is \$581,
25 and a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon is \$473.
26 A true and correct copy of the 2024-2025 Adjusted Laffey Matrix is attached hereto as Exhibit “4”.

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

28 ///

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	11.10	\$1,100.00	\$12,210.00
Liane Katzenstein Ly	25.80	\$800.00	\$20,640.00
Jessica Adlouni	4.50	\$500.00	\$2,250.00
Jessica Bulaon	19.40	\$450.00	\$8,730.00
KINGSLEY TOTAL ATTORNEYS' FEES	60.80		\$43,830²

91. Kingsley Szamet & Ly has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Plaintiff;
- h. drafting pleadings;
- i. researching private right of action and various impact on class actions;
- j. interviewing and obtaining declarations from Aggrieved Employees;
- k. preparing for and attending mediation;
- l. discussing issues related to damage model calculations;
- m. preparing and analyzing damage models;
- n. negotiating the terms of the settlement;
- o. reviewing and making changes to the Settlement Agreement;
- p. drafting and editing all documents for Approval;

² The Total Attorneys' Fees does not include Plaintiff's Counsel anticipated 10-15 hours of future time to handle the final approval hearing and to oversee the administration process.

- 1 q. monitoring Notice and settlement administration procedures;
2 r. coordinating and overseeing all aspects of the administration of the Settlement
3 (review documentation, approve form and content, etc.); and multiple
4 communications with defense counsel.

5 92. Based on the aggregate lodestar, Plaintiff's Counsel is requesting a multiplier of
6 1.42.

7 93. I believe the request for attorneys' fees in the amount of \$43,830.00 is fair and
8 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the
9 exceptional results obtained. As explained above, Plaintiff's Counsel's diligent litigation efforts
10 and experience led to an outstanding settlement.

11 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
12 **COSTS**

13 94. In addition to their request for fees, Plaintiff's Counsel further request reimbursement
14 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
15 litigation, in the amount of \$13,869.98.

16 95. To date, Plaintiff's Counsel has incurred \$13,269.98 in costs.

17 96. Plaintiff's Counsel anticipates incurring an additional \$600.00 in costs to file and
18 serve this motion, but the Settlement provides for a reimbursement of litigation costs of up to
19 \$16,000.00.

20 97. As such, counsel is requesting a cost reimbursement of \$13,869.98.

21 98. All of the requested costs are reasonable in amount and were necessarily incurred by
22 Plaintiff's Counsel in prosecuting this litigation.

23 99. All of these costs have been incurred in the course of this litigation, and all costs
24 advanced have already been paid by Plaintiff's Counsel, with the exception of the anticipated cost
25 of filing the present motion.

26 100. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
27 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
28 should approve the request for reimbursement in the amount of \$13,869.98.

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

2 101. The Settlement calls for an enhancement payment of \$5,000.00 to the named
3 Plaintiff, to be paid from the Maximum Settlement Amount.

4 102. The time spent by Judith Zarate Cruz includes identifying competent counsel,
5 providing information to Plaintiff's Counsel regarding Plaintiff's relevant employment experiences,
6 compiling documents, meeting with Plaintiff's Counsel frequently to discuss the status of the case
7 and the theories of liability, reviewing settlement documents, and making herself available for a full
8 day of mediation.

9 103. Plaintiff's Counsel considers this to be a fair and reasonable enhancement.

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

12 105. Plaintiff's Counsel considers this to be a fair and reasonable enhancement.

13 106. The enhancement takes into consideration the time, effort, and expense incurred by
14 Judith Zarate Cruz in coming forward to litigate this matter on behalf of all Class Members.

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

16 **AGENCY**

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

22 **EXHIBITS**

23 108. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed PAGA
24 Settlement Agreement.

25 109. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research
26 2007 NLJ Billing Survey.

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

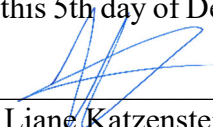
1 111. Attached hereto as Exhibit “4” is a true and correct copy of the 2024-2025 Adjusted
2 Laffey Matrix.

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

5 113. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission
6 to the LWDA as referenced in paragraph 107 above.

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

9 This declaration was executed this 5th day of December, 2024, in Los Angeles, California.

10
11 

Liane Katzenstein Ly

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

Subject to court approval, Plaintiff Judith Zarate Cruz (“Plaintiff”), on behalf of the other alleged aggrieved employees and as a private attorney general on behalf of the State of California, on the one hand, and Defendant Tri-Valley Vegetable Harvesting, Inc. (“Defendant”), on the other hand (collectively, the “Parties”), hereby agree to the following settlement (“Settlement,” “Settlement Agreement,” or “Agreement”) of claims under the Private Attorneys General Act (“PAGA”).

RECITALS

WHEREAS, on October 28, 2022, Plaintiff sent notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California, as well as on behalf of a group of alleged aggrieved employees based on Defendant’s alleged violations of California Labor Code sections 226, 226.7, 510, 1194, 1194.2, 1198.5, 1199, and 2802, as well as applicable Industrial Welfare Commission Wage Orders (“PAGA Notice”);

WHEREAS, Plaintiff sent an amended notice to the LWDA which alleged violations of California Labor Code sections 201, 202, 203, 226, 226.2, 226.3, 226.7, 510, 512, 1194, 1194.2, 1198.5, 1199, and 2802, as well as applicable Industrial Welfare Commission Wage Orders (“Amended PAGA Notice”);

WHEREAS, on January 3, 2023, Plaintiff filed a representative lawsuit entitled *Judith Zarate Cruz v. Tri-Valley Vegetable Harvesting, Inc.*, Santa Barbara County Superior Court, Case No. 23CV00015 (“PAGA Action”), on behalf of herself and all other hourly and/or piece-rate employees of Defendant in California;

WHEREAS, Defendant at all relevant times denied, and currently denies, all claims;

WHEREAS, on June 27, 2024, counsel for Plaintiff and Defendant participated in an all-day mediation with experienced wage-and-hour mediator Michael Strauss, Esq., thereafter agreed to resolve the PAGA Action, and ultimately reached the Settlement described herein, which was negotiated in light of all known facts and circumstances, including, *inter alia*, the potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate

issues.

PERSONS COVERED BY THE SETTLEMENT

1. Aggrieved Employees: This Settlement covers all current and former hourly and/or piece-rate employees of Defendant who were employed in California at any time from October 28, 2021, through the Effective Date (“Aggrieved Employees”), including Plaintiff.

2. Settlement Period: The Settlement covers the period from October 28, 2021, through the Effective Date (“Settlement Period”).

3. Effective Date: The “Effective Date” will be the date the Court enters a Judgment and Order approving this Settlement or November 9, 2024 whichever comes first. At no time will Defendant have any obligation to fund the Settlement, in whole or in part, until after the occurrence of this Effective Date.

SETTLEMENT CONSIDERATION

4. Maximum Settlement Amount: Subject to the terms and conditions of this Agreement, Defendant will pay the gross maximum amount of One Hundred Eighty Seven Thousand U.S. Dollars (\$187,000.00) (“Maximum Settlement Amount”) to settle the claims in the PAGA Action and any other claims released pursuant to this Agreement. In no event shall Defendant be responsible for paying more than the Maximum Settlement Amount. The Maximum Settlement Amount includes Attorneys’ Fees, Litigation Costs, Settlement Administrator Costs, a Service Enhancement Award to Plaintiff, and payment for the “Released Claims” as defined below (including payment to the LWDA and payments to Aggrieved Employees).

5. Attorneys’ Fees: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for attorneys’ fees arising out of the PAGA Action, Kingsley & Kingsley, APC (“Plaintiff’s Counsel”) shall request, and be paid from, the Maximum Settlement Amount a maximum amount of one third (1/3) of the Maximum Settlement Amount (\$62,333.33), subject to court approval. To the extent the Court approves attorneys’ fees of less than this amount, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum

Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

6. Litigation Costs: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for litigation costs arising out of the PAGA Action, Plaintiff's Counsel shall request and be paid from the Maximum Settlement Amount a maximum amount of Sixteen Thousand Dollars (\$16,000.00) in litigation costs, subject to Court approval. To the extent the Court approves litigation costs of less than \$16,00.00 the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

7. Service Enhancement Award: Defendant agrees that it will not oppose an application by Plaintiff for a Service Enhancement Award of up to Five Thousand U.S. Dollars (\$5,000.00).

8. Escalator Clause: Based on its records, Defendant estimates that there are approximately 10,058 total PAGA Pay Periods. If the actual number of total PAGA Pay Periods in the Settlement Period is more than 10% greater than this estimate (i.e. if there are more than 11,064 pay periods from October 28, 2021 through the Effective Date), Defendant shall have the option to increase the net PAGA Settlement Amount in proportion to the increase in pay periods in excess of the original estimates (e.g., if the number of pay periods is 18% greater than 10,058, Defendant shall have the option to increase the net PAGA Settlement Amount by 8%). Defendant shall have no obligation whatsoever to increase the gross PAGA Settlement Amount. If Defendant decides not to increase the Settlement, Defendant can void the Settlement within seven (7) days of providing the PAGA data to the administrator, but Defendant must pay any administration costs incurred up to the date of cancellation. The Parties will be returned to the positions they were in prior to Settlement.

9. PAGA Penalties Fund: The Parties agree that Defendant, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Maximum Settlement Amount following deduction of any court-approved attorneys' fees, litigation costs, service

enhancement award, and settlement-administration Costs (“PAGA Penalties Fund”). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees in proportion to the respective number of pay periods they were employed in hourly and/or piece-rate positions during the Settlement Period.

10. Settlement Administrator: Apex Class Action LLC shall be the third-party Settlement Administrator for the purposes of administering this Settlement. The Parties have jointly selected Apex Class Action LLC and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Parties’ request to the Court for the payment of the Settlement Administration Costs. The Parties, Plaintiff’s Counsel, and Defendant’s counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

11. Employer Identification Number: The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll-tax withholdings and providing reports to state and federal tax authorities.

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

13. Settlement Administration Costs: Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per aggrieved employee, tax reporting, distributing the PAGA Penalties Fund and Service Enhancement Award, providing necessary reports and declarations, and other duties and responsibilities as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum necessary to administer the Settlement, which is currently anticipated to be no greater than Eight Thousand Dollars (\$8,000.00). To the extent actual Settlement

Administration Costs are greater than \$8,000, such excess amount will be deducted from the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay itself the amount described in this paragraph. To the extent the Court approves settlement-administration costs of less than the amount requested by the Parties, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay itself the amount described in this paragraph.

14. Court Approval of the Settlement and Distribution of the Settlement Payments: Within thirty (30) days of the Parties executing this Settlement Agreement, Plaintiff will file a stipulation or motion requesting that the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement and entering judgment. Plaintiff and Defendant will jointly prepare the proposed Approval Judgment and Order to be entered by the Court to enforce this Agreement and to dismiss the PAGA Action with prejudice. The proposed Approval Judgment and Order will be submitted concurrently with the documents asking the Court to approve the settlement. Plaintiff shall promptly submit a copy of this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed with the Court.

15. Funding of the Settlement: Defendant will pay the Maximum Settlement Amount to the Settlement Administrator in two installments. For the first installment, Defendant will pay \$89,500 to the Settlement Administrator on or before the 60th day following court approval of the PAGA Settlement. For the second installment, Defendant will pay \$97,500 to the Settlement Administrator on or before the 60th day following the first payment.

16. Settlement Payments to the Aggrieved Employees: No later than thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last-known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of payroll periods during

the Settlement Period during which each Aggrieved Employee was engaged as an hourly and/or piece-rate employee in California for Defendant. No later than twenty-one (21) calendar days after receipt of the Maximum Settlement Amount from Defendant, the Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks will remain negotiable for one-hundred twenty (120) calendar days. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular first-class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or another search using the name, address, or social security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one-hundred twenty (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division. In the event that an Aggrieved Employee's check is undeliverable, uncashed, or otherwise distributed to the State Controller's Office, Unclaimed Property Division, the terms of the final judgment, as well as the Release of Claims set forth in this Agreement, will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All payments made to Aggrieved Employees shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

17. Release of Claims for Aggrieved Employees and the State of California: Upon issuance of the Court's Approval Judgment and Order, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action and/or the PAGA Notice and/or the Amended PAGA Notice ("Released Claims"). The Released Claims include but are not limited to claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 226, 226.2, 226.3, 226.7, 510, 512, 1194, 1194.2, 1198.5,

1199, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. "Released Parties" shall mean Defendant, its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Defendant in relation to the Released Claims. Upon issuance of the Court's Approval Judgment and Order, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendant and the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in the PAGA Action with respect to the Aggrieved Employees.

18. No Credit Toward Benefit Plans: Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick-leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

19. Tax Liability: Defendant, Defendant's Counsel and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendant or Plaintiff's Counsel in this regard. The Aggrieved Employees are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

20. No Prior Assignments: The Parties and their counsel 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.

21. Nullification of Settlement Agreement: In the event that (i) the Court does not approve the Settlement as provided herein or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions before the Settlement was executed.

22. Continued Jurisdiction: After entry of the Court's Approval Judgment and Order, the Court will have continuing jurisdiction solely for purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement-administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in this Settlement.

23. Preclusive Effect of Settlement Agreement and Approval: The terms of this Agreement, the approval order, and the judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the approval order, and the judgment in the PAGA Action may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

24. Entire Agreement: This Settlement Agreement constitutes the entirety of the Parties' settlement terms with regard to the settlement of the PAGA Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

25. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their respective successors in interest.

26. Authorization to Enter into the Settlement Agreement: The Parties warrant and represent they expressly authorized their legal counsel to negotiate this Settlement Agreement. The Parties will direct their respective counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties through their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator or the Court to resolve such disagreement.

27. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the respective successors or assigns of the Parties hereto, as previously defined.

28. California Law Governs: All terms of this Settlement Agreement and any Exhibits hereto will be governed by, and interpreted according to, the laws of the State of California.

29. Execution and Counterparts: This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. To facilitate execution and delivery of this Settlement Agreement, the parties may execute and exchange by facsimile or electronic image (*i.e.*, as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (*i.e.*, with DocuSign).

30. Acknowledgement that the Settlement Is Fair and Reasonable: The Parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Action and that they have arrived at this Settlement after arm’s length negotiations. The Parties further acknowledge that they are represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

valid and enforceable. Any provisions deemed invalid shall be severable from the rest of the Settlement Agreement.

32. Captions: The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and they in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

33. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement, and no failure to exercise any right or remedy by any of the Parties hereto, will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

34. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert-witness fees incurred in connection with any such enforcement actions.

35. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

36. Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been reviewed in full and executed with the consent and advice of said counsel.

37. Attorneys' Fees and Costs: Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

38. Cooperation and Execution of Necessary Documents: All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

39. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and that they intend this Settlement Agreement to be fully enforceable and binding on all Parties. The Parties agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation-confidentiality provisions that otherwise might apply under federal or state law.

40. Confidentiality: Plaintiff and her counsel agree that they have not, and will not, publish the results of the Settlement in any forum. In response to any inquiries, Plaintiff will state that “the case was resolved and it was resolved confidentially.” Plaintiff’s Counsel shall not report the Settlement in any medium or in any publication; shall not post or report anything regarding the claims of Plaintiff, the Aggrieved Employees, or the Settlement on their website; and shall not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, Plaintiff’s Counsel is authorized to make a limited disclosure to the Court and the LWDA for purposes of obtaining the approval of the Settlement. These disclosures shall be limited to court filings, and neither Plaintiff nor Plaintiff’s Counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

41. No Admission of Liability: The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or the Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the PAGA Action is intended by the Parties to constitute, be introduced, be used, or be admissible in any way in 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, executive order, or any obligation or duty at law or in equity.

Notwithstanding the foregoing, this Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

PLAINTIFF JUDITH ZARATE CRUZ

Dated: 11/13/2024

Judith Z

DEFENDANT TRI-VALLEY VEGETABLE
HARVESTING, INC.

Dated: 11/19/2024

By: [Signature]
Authorized Signatory

APPROVED AS TO FORM AND CONTENT:

KINGSLEY & KINGSLEY, APC

Dated: November 13, 2024

By: [Signature]
Eric B. Kingsley
Liane Katzenstein Ly
Attorneys for Plaintiff
JUDITH ZARATE CRUZ

MULLEN & HENZELL L.L.P.

Dated: November 19, 2024

By: [Signature]
Rafael Gonzalez
Attorney for Defendant
TRI-VALLEY VEGETABLE HARVESTING,
INC.

EXHIBIT A

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

**Re: Payment from *Judith Zarate Cruz v. Tri-Valley Vegetable Harvesting, Inc.*
Santa Barbara County Superior Court, Case No. 23CV00015**

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Judith Zarate Cruz v. Tri-Valley Vegetable Harvesting, Inc.*, Santa Barbara County Superior Court, Case No. 23CV00015 (“PAGA Action”).

The PAGA Action was filed against Tri-Valley Vegetable Harvesting, Inc. (“Tri-Valley”) under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The PAGA Action was brought by a former employee of Tri-Valley, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

The Plaintiff in the PAGA Action claims that Tri-Valley owes civil penalties under PAGA for alleged violations of the California Labor Code. Tri-Valley disputes all of the allegations in the PAGA Action and denies that it engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Tri-Valley does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or for any penalties, and has denied and disputed all of the contentions in the PAGA Action.

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims that the Parties reached. This Settlement covers all current and former hourly and/or piece-rate employees of Tri-Valley who were employed in California at any time from October 28, 2021, through the Effective Date (“Aggrieved Employees”). A portion of the civil-penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of the civil-penalty settlement amount goes to the Aggrieved Employees.

The Court has approved PAGA penalties in the amount of \$XX, with 75% (\$XX) of that amount allocated to the State of California and 25% (\$XX) allocated to you and the other aggrieved employees. The amount of \$XX that is distributed to you and the other aggrieved employees is based on the number of pay periods you worked for Tri-Valley between October 28, 2021 and XX.

Pursuant to the Settlement, enclosed is a check for your share of the civil penalties. This check will remain valid for 120 calendar days from the date of issuance. Please note that no deductions or withholdings have been made from your settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form

1099 may be issued). If you do not cash your check within 120 calendar days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller, to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Tri-Valley, your decision to cash the check will not affect your employment in any way.

While you were not a party to the PAGA Action, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the Settlement. The release includes all claims for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action or in the PAGA Notice submitted to the LWDA in connection with the PAGA Action, including any such claims for attorneys' fees, costs, or interest, for the time period covering October 28, 2021 through <THE DATE OF THE ORDER APPROVING THE PAGA SETTLEMENT>.

If you have further questions about this settlement, please contact the third-party settlement administrator at: [Administrator contact information].

4887-8820-1449, v. 1

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

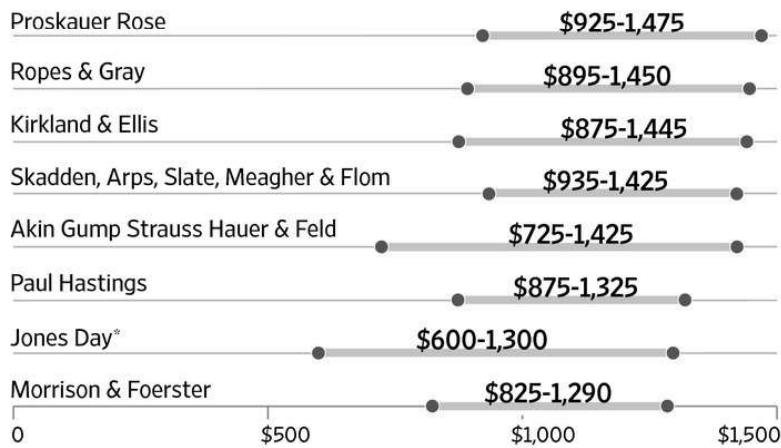
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

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

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

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

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

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

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

EXHIBIT "5"

Printed from

Historic Cost

12/5/24, 12:29 PMTri-Valley Vegetable Harvesting, Inc. adv. Judith Zarate Cruz Filevine		
Filing Fee		\$77.21
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Trialworks TaskCode filing fee Date Incurred 4/5/2024	Payee One Legal Description OLINV#05891677 Tri-Valley 4.5.24	Docs  OLINV#05891677 Tri-Valley 4.5.24.pdf
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Created: 1/19/2023 at 4:55 PM		\$0.70

Trialworks TaskCode Copies	Date Incurred 1/19/2023	Payee Paper Cut	Notes Copies of PI's ntc of Ct Order, Case Assignment, and CMC for mailing to Def Copies of PI's ntc of Ct Order, Case Assignment, and CMC for mailing to Def
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Filing Fee Created: 1/5/2023 at 12:38 PM			\$466.11
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Date Incurred 10/28/2022	Description PAGA Letter		

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Trialworks TaskCode filing fee	Payee LWDA	Description State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation	Docs  State of California - Department of Industrial Relations Customer Receipt _ ...
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Trialworks TaskCode Copies	Date Incurred 8/12/2022	Payee PaperCut	Description Records Request

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Trialworks TaskCode	Date Incurred	Payee	

(Proof of Submission to the LWDA)

EXHIBIT "6"

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On December 5, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

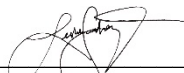
Rafael Gonzalez
rgonzalez@mullenlaw.com
Brian T. Daly
bdaly@mullenlaw.com
Christina M. Behrman
Cbehrman@mullenlaw.com
Sean T. Stratford-Jones
Sstratford-jones@mullenlaw.com
MULLEN & HENZEL LLP
112 E Victoria St.
Santa Barbara, CA 93101

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

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

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

Executed on December 5, 2024, at Chino, California.



Leslie Sanchez