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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JESSE ROBLES, an individual, on behalf of
himself and others similarly situated,

PLAINTIFF,

v.

GEREMIA POOLS; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

Case No. 34-2022-00329920-CU-OE-GDS

[Case Assigned for All Purposes to Hon. Jill H.
Talley in Dept. 23]

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

Date: June 14, 2024

Time: 9:00 AM

Dept.: 23

Reservation Number: #A-3299320-001

Complaint Filed: November 17, 2022

FAC Filed: January 24, 2023

Trial Date: None Set

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I, Kelsey M. Szamet, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner in the law firm of Kingsley & Kingsley, APC, and I am the attorney of record for Plaintiff Jesse Robles (“Plaintiff”) in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

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

3. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On November 19, 2022, and in compliance with Labor Code § 2699.3(a)(1), written notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) was provided seeking civil penalties under PAGA for violation of Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1199, 2802.

6. On November 19, 2022, Plaintiff JESSE ROBLES filed a putative Class Action Complaint in Sacramento County Superior Court seeking recovery for: (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to reimburse expenses pursuant to Labor Code section 2802; (3) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (4) penalties under Labor Code section 203; and (5) violation of Business & Professions Code section 17200.

7. Plaintiff has not received any response from the LWDA to his formal written notice.

1 As Plaintiff has waited more than sixty-five (65) days from the January 5, 2023 postmark date of his
2 written notice before filing his action, Plaintiff has complied with all of the requirements set forth in
3 Labor Code § 2699.3 to commence a representative action under PAGA.

4 8. On January 24, 2023, Plaintiff filed a First Amended Class and Representative Action
5 Complaint adding an additional cause of action for penalties pursuant to Labor Code § 2699, et seq.,
6 the Private Attorneys General Act (“PAGA”) based on the underlying Labor Code violations already
7 pled. (Hereafter, the “Action”).

8 9. Pursuant to the PAGA Settlement Agreement, the Parties agreed that Plaintiff would
9 dismiss his class action claims, and he filed a Request for Dismissal without Prejudice as to the
10 Putative Class on November 28, 2023.

11 10. The Order Granting Dismissal Without Prejudice as to the Putative Class was signed
12 on February 8, 2024.

13 11. The Parties engaged in informal pre-mediation discovery. Prior to mediation,
14 Defendant produced Plaintiff’s personnel file and employee data for the aggrieved employees.

15 12. Based on Defendant’s records, the data reveals that there are an estimated 202
16 Covered Employees (including Plaintiff) who worked a total of 7,000 PAGA Pay Periods.

17 13. Plaintiff’s counsel retained an expert to analyze this data and assess Defendant’s
18 maximum exposure.

19 14. On June 14, 2023, the Parties participated in an all-day mediation presided over by
20 experienced mediator Brandon McKelvey, which let to this formal agreement to resolve Plaintiff’s
21 individual claims and his PAGA claim on behalf of himself and other aggrieved employees, also
22 referred to as “Covered Employees”.

23 15. Although Defendant denies that it violated any pertinent law, it recognized the risks
24 and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to
25 finalization of a formal PAGA Settlement Agreement and the approval of the Court. The Parties
26 negotiated the terms and conditions of the Agreement and now present the agreed-upon Settlement
27 to the Court for Approval.

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THE SETTLEMENT

16. Defendant will pay the total sum of \$150,000.00 in full and final settlement of the PAGA claim alleged.

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

Gross Settlement Amount	\$150,000.00
PAGA Counsel Fees Payment	\$50,000.00
PAGA Counsel Litigation Expenses Payment	\$9,262.69
Administrator Expenses Payment	\$4,950.00
Enhancement Payment	\$5,000.00
PAGA Penalties	\$80,787.31 (\$60,590.48 to the LWDA; \$20,196.83 to Aggrieved Employees)

18. The Agreement provided for counsel to receive cost reimbursement up to \$10,000.00. However, counsel's final costs come to \$9,262.69, which includes the anticipated cost of \$600 for filing the instant motion.

19. The Agreement also anticipated for the Administrator Expenses Payment to be \$5,000, but the final administrative costs come to \$4,950.00. The extra \$787.31 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 \$80,000.00 contemplated in the settlement agreement.

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

21. The PAGA Period or Covered Period means the period from November 17, 2021 to June 14, 2023.

22. For settlement purposes, the Aggrieved Employees are defined as: "all non-exempt employees who worked in the construction department during the PAGA Period" ("aggrieved employees" or "Covered Employees").

RISKS AND EVALUATION OF THE SETTLEMENT

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

24. Plaintiff believed that Defendant may persuasively argue that the Court should

1 exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under
2 PAGA.

3 25. Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to
4 “decide not to penalize an employer for a first violation when that violation was due to a clerical
5 error or inadvertent mistake.”

6 26. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a
7 potentially persuasive argument that Defendant: (1) properly paid and/or reimburse all Aggrieved
8 Employees in accordance with Defendant’s lawful policies and practices, and that any alleged failure
9 to compensate Aggrieved Employees was the result of inadvertence and clerical error; (2) until this
10 Action was filed, no employees had complaints about any alleged failure to pay wages, reimburse
11 expenses, issue itemized accurate wage statements; (3) none of Defendant’s employees suffered any
12 harm from or actual damage as a result of the conduct that forms the basis for Plaintiff’s allegations.
13 All of which, Counsel for Defendant would argue, should mitigate in factor of significantly reducing
14 or waiving any PAGA penalties.

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

18 28. Plaintiff alleged that he and the aggrieved employees were not paid at the proper
19 overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in
20 one week.

21 29. Specifically, Plaintiff alleged that he and the aggrieved employees were not properly
22 compensated for overtime because when they were paid travel pay, the travel pay was not correctly
23 blended into their regular rate of pay for the purpose of calculating the correct overtime rate.

24 30. Plaintiff alleged that Defendant’s failure to correctly blend travel pay into the regular
25 rate of pay resulted in the unlawful withholding of wages and/or overtime.

26 31. However, Defendant vehemently disputes this blending issue and argues that all
27 employees were paid for all hours worked.

28 32. Defendant maintains that it properly blended travel pay into the regular rate

1 calculation, such that all aggrieved employees were not underpaid as Plaintiff alleged.

2 33. In fact, the expert's analysis revealed that despite the paystubs being confusing in
3 terms of the rates displayed, it did not appear that Defendant was actually underpaying the aggrieved
4 employees. This was not a strong claim for liability.

5 34. Plaintiff considered this a viable risk in pursuing the wage/overtime claim when
6 evaluating this settlement, given that if Defendant is successful in showing that the aggrieved
7 employees were in fact paid correctly for all hours worked, then damages associated with this claim
8 would be minimal to none.

9 35. Nonetheless, Plaintiff maintains that the rates listed on paystubs were confusing such
10 that the average employee of Defendant would not even be able to determine if they were being paid
11 correctly.

12 36. Plaintiff Robles alleges that Defendant failed to reimburse Plaintiff and the aggrieved
13 employees the cost of using their personal cell phones for business related purposes.

14 37. Defendant required that Plaintiff and the aggrieved employees be available by cell
15 phone, use their cell phones while working to make and receive calls, and to take and send pictures.
16 This was required by Defendant and was necessary to perform their job duties. Thus, Plaintiff alleged
17 that Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated
18 with using their personal cell phones.

19 38. Defendant argues that they never required Plaintiff or other employees to use their
20 personal cell phones in order to complete their assigned job duties. Defendant maintains that Plaintiff
21 did not need a cell phone to perform his job duties as a laborer and that construction crew leads were
22 provided company cell phones should the need arise.

23 39. Accordingly, Plaintiff had to acknowledge the risk that Defendant could not defeat
24 this claim and, even if Plaintiff were to prevail, the potential damages were relatively small and a
25 court may not award a large civil penalty.

26 40. Defendant issued wage statements that violate Labor Code §§ 226(a)(2), (8) and (9).

27 41. As mentioned above, Plaintiff alleges that the rates listed on the aggrieved
28 employees' wage statements were not accurate and were confusing such that the aggrieved

1 employees were unable to determine if they were paid correctly.

2 42. Plaintiff contends that this was the strongest claim alleged because the paystubs are
3 confusing on their face and difficulty to verify if an employee is being paid correctly.

4 43. In addition, Plaintiff alleged that the wage statements that do not include the complete
5 name and address of the legal entity that is the employer. Specifically, Defendant failed to include
6 the city, state and zip code of the legal entity on the wage statements issued to Plaintiff and the
7 aggrieved employees in violation of Labor Code § 226(a)(8).

8 44. Plaintiff and numerous aggrieved employees are no longer employed by Defendant
9 and Plaintiff alleged that Defendant failed to pay all wages owed and due upon their termination
10 and/or resignation.

11 45. This is a derivative claim that flows from the unpaid wages analysis above.

12 46. If Plaintiff were not able to prevail on that claim, it is unlikely a court would award
13 PAGA penalties in connection with the Section 203 claim.

14 47. Further, Plaintiff factored in the risk of establishing that any violation was “willful”
15 and the fact that this claim is derivative.

16 48. In light of all these significant risks and given that PAGA gives the Court broad
17 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
18 Settlement Amount of \$150,000.00 was fair and reasonable.

19 49. Based on these figures, the maximum potential exposure for the PAGA claims for
20 Aggrieved Employees is \$700,000.00 (7,000 pay periods at issue multiplied by \$100 a pay period).

21 50. However, Plaintiff also considered the fact that Defendant is a small, family-owned
22 pool building company that has scaled back its business recently.

23 51. Plaintiff’s expert determined Defendant’s maximum exposure of stacked penalties to
24 be \$1,526,785.

25 52. Given that this Settlement is for \$150,000.00, and the assessment of viable risks in
26 litigating Plaintiff’s claims, Plaintiff believes this is a very fair and reasonable settlement.

27 **ATTORNEY COMPETENCE**

28 53. Kingsley & Kingsley is experienced in prosecuting employment litigation, and since

1 2000 we have focused our practice on wage, hour, and working condition violations. My firm is well
2 versed in class action litigation and has diligently and aggressively pursued this action. Kingsley &
3 Kingsley currently serves as PAGA Counsel for several dozens of pending class action lawsuits in
4 Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a
5 small, but representative sampling of wage and hour cases handled by my firm:

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

1 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
2 court granted attorneys' fees request of 38%.

3 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
4 2014, the Honorable William F. Highberger granted final approval of Settlement
5 in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request
6 of 33.33%.

7 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
8 00705 AWIJT). This certified class action was approved for final settlement by
9 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
10 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

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

15 k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March
16 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
17 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's
18 fees.

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

23 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter
24 was proposed for final settlement by the Honorable Richard L. Fruin on February
25 19, 2016, in the gross amount of \$5,250,000.

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

request of 38%.

- o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus interest, with attorney’s fees benchmark award of \$1,525,000.
- p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with attorneys’ fees request of 33.33%.

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

- a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*, approved for Class Certification in 2011.
- b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley as PAGA Counsel).
- c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley as PAGA Counsel).
- d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley as PAGA Counsel).
- e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.

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

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

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

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

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

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

14 57. As detailed fully in the Agreement, the settlement provides for Defendant to create a
15 Gross Settlement Amount of \$150,000.00. From that fund, Plaintiff requests an award of attorneys'
16 fees for PAGA Counsel in the amount of \$50,000.00, or 33.33% of the Gross Settlement Amount,
17 and \$9,262.69 in reimbursement for litigation costs.

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

25 59. I am very familiar with the contingent fee market throughout California and in the
26 Sacramento County area, particularly as it pertains to complex employment, wage and hour, and
27 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
28 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many

1 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any
2 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
3 out of the recovery amount. The named Plaintiff in this action signed a contingency fee agreement
4 that stated that counsel would be able to make a fee of up to 40% of any recovery if the case
5 settles. These are typical and standard percentages in employment-related contingency
6 agreements throughout California. Indeed, in my opinion, the aggrieved employees in this wage
7 and hour case could not have retained competent counsel in California, particularly with the
8 considerable skill and expertise of my firm, for any amount significantly less than the contingency
9 fee percentage provided in this retainer agreement. PAGA Counsel has never been paid any
10 money for attorneys' fees in this case and has advanced all costs.

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

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

25 62. When PAGA Counsel's motions for class certification are denied, PAGA Counsel
26 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
27 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
28 App. 2012)) and other times PAGA Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*

1 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

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

- 1 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
2 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
3 Ed. 2d 519 (2015) (lower court ruling in employee’s favor on motion to compel
4 arbitration affirmed);
- 5 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
6 9, 2016) (lower court ruling in employee’s favor on motion to compel arbitration
7 affirmed);
- 8 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
9 in part and affirming in part trial courts order compelling arbitration);
- 10 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
11 summary judgement in favor of employer on wage statement claim);
- 12 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
13 2018) (affirming judgement for employees after bench trial);
- 14 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
15 before the California Supreme Court on January 6, 2020 and a decision was
16 published in March 2020.

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

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

1 **PAGA COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

2 66. Here, a lodestar cross-check confirms that the percentage requested is reasonable.

3 PAGA Counsel have an aggregate lodestar in the amount of \$34,800.00 which represents 42.6
4 hours of attorney work on this litigation from its inception through the date of this filing of
5 Plaintiff’s instant Motion, and ten future hours.

6 67. As such, PAGA Counsel is asking for a lodestar multiplier of 1.44.

7 68. The amount of time spent on this case (42.6 hours), which culminated in a very
8 favorable proposed Settlement for the Aggrieved Employees, is reasonable given the complexity and
9 novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the
10 exceptional results obtained.

11 69. PAGA Counsel litigated this action with great efficiency in light of the amount of
12 work required to achieve the Settlement.

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

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

16 72. Mr. Kingsley is a 25+-year attorney with expertise in wage and hour class action
17 lawsuits.

18 73. He has litigated several hundred such cases, including at the appellate level at the
19 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
20 Appeal.

21 74. He is also a prolific speaker at various seminars on employment law and has
22 contributed to legal publications on employment topics.

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

27 76. My office billed for the following three attorneys for work performed on this case:
28 Eric Kingsley, Jessica Bulaon, and me.

1 77. I am a partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts degree,
2 *cum laude*, from the University of California San Diego and received my law degree from UCLA
3 School of Law in 2008, where I was active in the Women’s Law Journal and community-based legal
4 clinics. I have been practicing since 2008 and am billed at \$800 per hour.

5 78. Jessica Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon
6 is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned
7 her J.D. from Southwestern Law School, where she was a member on the Law Review and the
8 Dean’s List. While at Southwestern, she was awarded the Exceptional Achievement Award in
9 Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also
10 clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in
11 December of 2021. She is billed at \$450 per hour.

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

20 80. PAGA Counsel’s charged rate are commensurate with the prevailing market rates in
21 Sacramento County for attorneys of comparable experience and skill handling complex litigation.

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

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

27 83. Finally, PAGA Counsel’s rates are in line with the adjusted Laffey Matrix, which is
28 a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the

adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1057, a reasonable rate for an attorney with 14 years of experience, such as Ms. Szamet, is \$878, a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon is \$538. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit “4”.

84. Kingsley & Kingsley’s attorneys’ fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	5.20	\$1100.00	\$5,720.00
Kelsey M. Szamet	35.00	\$800.00	\$28,000.00
Jessica Bulaon	2.4	\$450.00	\$1,080.00
KINGSLEY TOTAL ATTORNEYS’ FEES	42.60		\$34,800.00¹

85. Kingsley & Kingsley, APC 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. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Representative Action Approval, etc.);

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

- j. researching private right of action and various impact on class actions;
- 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 Agreement;
- p. drafting and editing all documents for Representative Approval;
- q. monitoring Notice and settlement administration procedures;
- r. coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

86. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.44.

87. I believe the request for attorneys' fees in the amount of \$50,000.00 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

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

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

90. To achieve the ultimate result in this case, my firm had to incur substantial risk and expense, and were precluded from taking other fee generating employment for 42.6 hours of attorney time.

91. This matter had been handled purely on a contingency fee basis and my firm has advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee

1 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant
2 firm resources to prosecution of this matter.

3 92. PAGA Counsel believe this is an exceptional result that has been well received by
4 the Aggrieved Employees.

5 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
6 **COSTS**

7 93. In addition to their request for fees, PAGA Counsel further request reimbursement
8 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
9 litigation, in the amount of \$10,000.00.

10 94. To date, Kingsley and Kingsley has incurred \$8,662.69 in costs.

11 95. PAGA Counsel anticipates incurring an additional \$600 in costs to file and serve this
12 motion.

13 96. As such, counsel is requesting a cost reimbursement of \$9,262.69.

14 97. All of the requested costs are reasonable in amount and were necessarily incurred by
15 PAGA Counsel in prosecuting this litigation.

16 98. All of these costs have been incurred in the course of this litigation, and all costs
17 advanced have already been paid by PAGA Counsel, with the exception of the anticipated cost of
18 filing the present motion.

19 99. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
20 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
21 should approve the request for reimbursement in the amount of \$9,262.69.

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

23 100. The Agreement calls for an enhancement payment of \$5,000.00 to the named
24 Plaintiff, to be paid from the Gross Settlement Amount.

25 101. The claims of the Plaintiff, Jesse Robles, are typical of the aggrieved employees'
26 claims.

27 102. Jesse Robles is an adequate Plaintiff because he has diligently, adequately and fairly
28 represented the Class and has not placed his interests above any of the aggrieved employees.

1 103. The time spent by Jesse Robles include identifying competent counsel, providing
2 information to PAGA Counsel regarding relevant employment experiences, compiling documents,
3 conducting several telephone conferences with attorneys to discuss the status of the case and the
4 theories of liability, making himself available by telephone for a full day of mediation, and reviewing
5 settlement documents.

6 104. PAGA Counsel considers this to be a fair and reasonable enhancement.

7 105. The enhancement takes into consideration the time, effort, and expenses incurred by
8 Jesse Robles in coming forward to litigate this matter on behalf of all aggrieved employees.

9 106. Additionally, the Plaintiff were at risk for paying Defendant's legal fees and costs in
10 the event that Defendant prevailed at trial. Accordingly, Plaintiff should be awarded the agreed-upon
11 enhancement of \$5,000.00.

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

13 **AGENCY**

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

19 **EXHIBITS**

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

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

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

26 111. Attached hereto as Exhibit "4" is a true and correct copy of the 2023-2024 Adjusted
27 Laffey Matrix.

28 112. Attached hereto as Exhibit "5" is a true and correct copy of the Kingsley & Kingsley,

1 APC costs ledger reflecting costs incurred in this matter.

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

4 ///

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

7 This declaration was executed this 1st day of March, 2024, in Altadena, California.

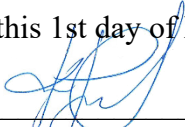
8 
9 _____
Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff JESSE ROBLES ("Plaintiff") and Defendant GEREMIA POOLS ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned JESSE ROBLES, an individual, on behalf of himself and others similarly situated, PLAINTIFF, v. GEREMIA POOLS; and DOES 1 thru 50, inclusive, DEFENDANTS, Case No. 34-2022-00329920 initiated on November 17, 2022 and pending in Superior Court of the State of California, County of Sacramento
- 1.2. "Administrator" means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer this Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its services in administering the settlement not to exceed \$5,000.
- 1.4. "Covered Employee" means: All nonexempt employees who worked in the construction department during the PAGA Period.
- 1.5. "Covered Employee Data" means Covered Employee identifying information in Defendant's possession including the Covered Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Covered Employee Address Search" means the Administrator's investigation and search for current Covered Employees' mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Covered Employees.
- 1.7. "Court" means the Superior Court of California, County of Sacramento.
- 1.8. "Defense Counsel" means CDF Labor Law LLP.
- 1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. "Enhancement/General Release Payment" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

- 1.11. "Gross Settlement Amount" or "GSA" means \$150,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Enhancement/General Release Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. The GSA is non-reversionary.
- 1.12. "Individual PAGA Payment" means the Covered Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Covered Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Enhancement/General Release Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Covered Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Kingsley & Kingsley, APC, the attorneys representing the Plaintiff in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" refers to the number of pay periods a Covered Employee worked for Defendant as a non-exempt employee during the PAGA Period.
- 1.20. "PAGA Period" or "Covered Period" means the period from November 17, 2021 to June 14, 2023.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" mean Plaintiff's November 17, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$80,000, allocated 25% to the Covered Employees \$20,000 and the 75% to LWDA \$60,000 in settlement of PAGA claims.
- 1.24. "Plaintiff" means Jesse Robles, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. "Released Parties" means: (i) Defendant, (ii) each of Defendant's past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigned of any of the foregoing; (v) any individual or entity which could be jointly liable with any of the foregoing.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Defendant" means named Defendant Geremia Pools.

2. RECITALS.

- 2.1. On November 17, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, 1194.2, and 1199; (2) failure to reimburse expenses pursuant to Labor Code section 2802; (3) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (4) penalties under Labor Code section 203; (5) violation of Business & Professions Code section 17200, *et seq.* On January 24, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint alleging the same causes of action against Defendant and adding an additional claim for penalties under Labor Code § 2699 *et seq.*, the Private Attorneys General Act ("PAGA") for alleged Labor Code violations, including Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1194.2, 1199, and 2802. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.3. On June 14, 2023, the Parties participated in an all-day mediation presided over by Brandon McKelvey which led to this Agreement to resolve Plaintiff's individual claims and his PAGA claim on behalf of himself and other allegedly aggrieved employees (collectively, "Covered Employees," which is defined further below), and on behalf of the State of California's Labor and Workforce Development Agency, and agreed that Plaintiff would dismiss his class action claims.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file and employee data.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$150,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33-1/3% which is currently estimated to be \$50,000 and PAGA Counsel Litigation Expenses Payment of not more than \$10,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. This Settlement is not contingent upon the Court awarding PAGA Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment, the Settlement will remain binding on the Parties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes

full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Plaintiff: An Enhancement/General Release Payment to the Plaintiff of not more than \$5,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as a Covered Employee). Defendant will not oppose Plaintiff's request for an Enhancement/General Release Payment that does not exceed this amount. To the extent the Enhancement/General Release Payment is less or the Court approves payment less than \$5,000, the Enhancement/General Release Payment will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement/General Release Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement/General Release Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Covered Employees: PAGA Penalties in the amount of \$80,000 to be paid from the Gross Settlement Amount, with 75% (\$60,000) allocated to the LWDA PAGA Payment and 25% (\$20,000) allocated to the Individual PAGA Payments.

3.2.5. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Covered Employees' 25% pro rata share of PAGA Penalties (\$20,000) by the total number of PAGA Pay Periods worked by all Covered Employees during the PAGA Period and (b) multiplying the result by each Covered Employee's PAGA Pay Periods. Covered Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The PAGA Penalties are included in and will not increase the Gross Settlement Amount.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Covered Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 202 Covered Employees who worked a total 7,000 of PAGA Pay Periods.

4.2. Covered Employee Data. Within 15 days, Defendant will simultaneously deliver the Covered Employee Data to the Administrator in the form of a Microsoft Excel

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

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Enhancement/General Release Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a Covered Employee Address Search for all Covered Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Covered Employee Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.
 - 4.4.3. For any Covered Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Covered Employee.

4.4.4. It is expressly understood and agreed that the receipt of any payment pursuant to this Settlement will not entitle any Covered Employee or Plaintiff to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle them to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the payments provided for in this Settlement are the sole payments to be made by Defendant to the Covered Employees and Plaintiff in connection with this Settlement, and that they are not entitled to any new or additional compensation or benefits as a result of having received the payments provided for in this Settlement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

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

Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"), including, without limitation, all claims for civil penalties under PAGA (Labor Code §§ 2698 *et seq*), related to (1) failure to pay wages and/or overtime; (2) failure to reimburse expenses; (3) failure to provide accurate itemized wage statements; (4) waiting time penalties; and (5) all claims alleging a violation of Business & Professions Code section 17200, *et seq*, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which include, but are not limited to, alleged violations of Labor Code sections 201, 202, 203, 226(a), 510, 1194, 1194.2, 1199, and 2802. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The release is binding on the State of California, which includes the LWDA and its departments, divisions, commissions, boards, agencies, and employees, and any of Defendant's current or former employees who may seek to represent the State of California to recover civil penalties pursuant to PAGA based on alleged violations of the Released Claims during the PAGA Period.

5.1 The Parties agree that there is no statutory right to any Covered Employee to opt out or otherwise exclude himself or herself from the Settlement.

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

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

In exchange for the release of all of Plaintiff's individual claims pursuant to the general release, Defendant shall pay Plaintiff \$15,000. This payment shall be in addition to the GSA.

5.2 Release by Covered Employees:

All Covered Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, and those that could have been asserted based on the allegations therein, including claims based on the alleged violations of Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1194.2, 1199, and 2802.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.4 It is acknowledged that all individual settlement awards made pursuant to this Agreement are on disputed claims and that Plaintiff and each Covered Employees will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

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

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

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration

Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 202 Covered Employees who worked 7,000 Aggregate Pay Periods during the PAGA Period. If the number of PAGA Pay Periods exceeds 7,350 (i.e., an increase greater than 5% of the 7,000 estimated pay periods), the Gross Settlement Amount will increase proportionally according to the number of additional PAGA Pay Periods above 7,350. For example, if the estimate is low by 7%, the proportionate increase will be 7% of the Gross Settlement Amount. If Defendant declines to do so, Plaintiff will have the option to terminate the settlement in its entirety and the Parties will be returned to their respective positions as if no settlement had been contemplated.

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

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

10. **ADDITIONAL PROVISIONS.**

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff, PAGA Counsel, and Covered Employees are each solely responsible for correctly

characterizing any payments made pursuant to this Settlement for tax purposes and for paying any taxes on the amounts received. Neither PAGA Counsel nor Defense Counsel intend anything in this Agreement to constitute advice regarding taxes or taxability.

- 10.7 Modification of Agreement and Waiver. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. No rights under this Agreement may be waived except in writing specifically referencing this Agreement, signed by the waiving Party or Parties.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Covered Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Covered Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Covered Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Kingsley & Kingsley, APC
Eric B. Kingsley
Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Defendant:

CDF Labor Law LLP
Corey J. Cabral
Mayra D. Sandoval
900 University Avenue, Suite 200
Sacramento, CA 95825

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: noviembre 29, 2023

DocuSigned by:
By: Jesse Robles
PLAINTIFF JESSE ROBLES

DATED: 12-2-23

By: 
DEFENDANT Geremia Pools

APPROVED AS TO FORM AND CONTENT:

DATED: _____

KINGSLEY & KINGSLEY, APC

By: _____
Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff Jesse Robles

DATED: December 4, 2023

CDF LABOR LAW LLP

By: 
Corey J. Cabral
Mayra D. Sandoval
Attorneys for Defendant Geremia Pools

DATED: _____

By: _____
DEFENDANT Geremia Pools

APPROVED AS TO FORM AND CONTENT:

DATED: November 30, 2023

KINGSLEY & KINGSLEY, APC

By:  _____
Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff Jesse Robles

DATED: _____

CDF LABOR LAW LLP

By: _____
Corey J. Cabral
Mayra D. Sandoval
Attorneys for Defendant Geremia Pools

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

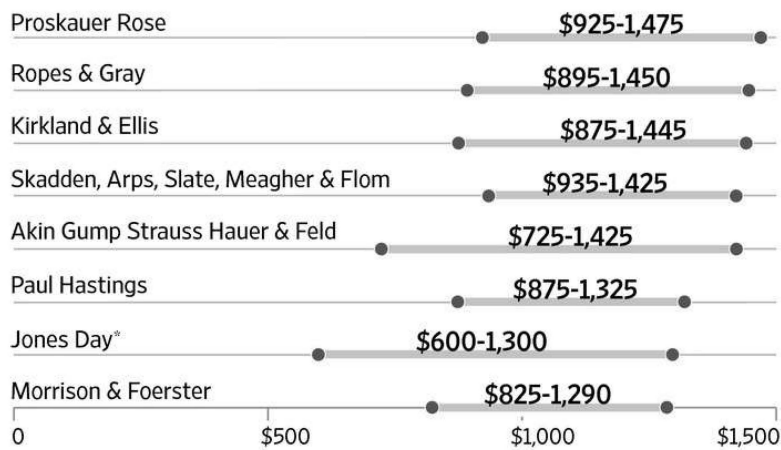
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 +
6/01/23- 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
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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"

Geremia Pools adv. Robles, Jesse

Jesse Robles • •

Historic Cost

\$8,662.69

Filing Fee

\$51.48

Created: 2/27/2024 at 1:33 PM

Trialworks TaskCode

filing fee

Date Incurred

1/31/2024

Payee

One Legal

Description

OLINV#05691869 Geremia 1.31.24

Docs

 OLINV#05691869 Geremia 1.31.24.pdf ▾

Filing Fee

\$18.43

Created: 2/22/2024 at 3:13 PM

↑ [Jump to Top](#)

Trialworks TaskCode

filing fee

Date Incurred

1/22/2024

Payee

One Legal

Description

OLINV#05670369 Geremia 1.22.24

Docs

OLINV#05670369 Geremia 1.22.24.pdf ▾

Filing Fee**\$151.08***Created: 2/22/2024 at 1:14 PM***Trialworks TaskCode**

filing fee

Date Incurred

1/19/2024

Payee

One Legal

Description

OLINV#05664849 GP 1.19.24

Docs

OLINV#05664849 GP 1.19.24.pdf ▾

Postage Cost**\$5.80***Created: 2/5/2024 at 9:05 AM***Trialworks TaskCode**

Postage Cost

Date Incurred

1/3/2024

Payee

DocuSign

Notes

Client Dec ISO PAGA Mtn

Filing Fee**\$151.08***Created: 2/1/2024 at 2:49 PM*

Trialworks TaskCode

filing fee

Date Incurred

12/7/2023

Payee

One Legal

Description

OLINV#05557368 GP 12.7.23

Docs

OLINV#05557368 GP 12.7.23.pdf ▾

Postage Cost**\$5.80***Created: 12/1/2023 at 2:35 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

11/28/2023

Payee

DocuSign

Notes

PAGA agreement + tax forms

Filing Fee**\$119.16***Created: 6/29/2023 at 11:25 AM***Trialworks TaskCode**

filing fee

Date Incurred

6/27/2023

Payee

One Legal

Description

OLINV#05102977 GP 6.27.23

Docs

OLINV#05102977 GP 6.27.23.pdf ▾

Research Cost**\$510.00***Created: 6/23/2023 at 8:38 AM*

Trialworks TaskCode

cost

Date Incurred

6/22/2023

Payee

Berger Consulting

DescriptionBerger Consulting Grp INV#8925 re Geremia paid
6.22.23**Docs**

Berger Consulting Grp INV#8925 re Ger... ▼

Postage Cost**\$5.80***Created: 6/1/2023 at 5:33 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

5/23/2023

Payee

DocuSign

Mediation Cost**\$6,250.00***Created: 5/1/2023 at 8:31 AM***Trialworks TaskCode**

costs

Date Incurred

4/27/2023

Payee

McKelvey Resolution

Description2023_04_27 Invoice - Robles v. Geremia Pools paid
4.27.23**Docs**

2023_04_27 Invoice - Robles v. Geremia ... ▼

Filing Fee**\$117.88***Created: 2/28/2023 at 12:27 PM*

Trialworks TaskCode

filing fee

Date Incurred

2/16/2023

Payee

One Legal

Description

OLINV#04760576 GP 2.16.23

Docs

OLINV#04760576 GP 2.16.23.pdf ▼

Filing Fee**\$178.62***Created: 2/23/2023 at 12:38 PM***Trialworks TaskCode**

filing fee

Date Incurred

2/7/2023

Payee

One Legal

Description

OLINV#04736736 GP 2.7.23

Docs

OLINV#04736736 GP 2.7.23.pdf ▼

Filing Fee**\$120.71***Created: 2/10/2023 at 2:31 PM***Trialworks TaskCode**

filing fee

Date Incurred

1/17/2023

Payee

One Legal

Description

OLINV#04676932 GP 1.17.23

Docs

OLINV#04676932 GP 1.17.23.pdf ▼

Process Server Fee

\$223.22*Created: 12/29/2022 at 1:03 PM***Trialworks TaskCode**

costs

Date Incurred

12/27/2022

Payee

OnCall

Description

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Docs OCVN#299178 GP paid 12.27.22.pdf ▼

Filing Fee

\$114.79*Created: 12/28/2022 at 4:13 PM***Trialworks TaskCode**

filing fee

Date Incurred

12/27/2022

Payee

One Legal

Description

OLINV#04629983 Geremia 12.27.22

Docs OLINV#04629983 Geremia 12.27.22.pdf ▼*Created: 12/16/2022 at 9:34 AM***\$0.60****Trialworks TaskCode**

Copies

Date Incurred

12/16/2022

Payee

Paper Cut

Notes

copy of Pl's ntc of Ct's ntc and order of complex case determination for mailing to Def

Postage Cost

\$0.81*Created: 12/16/2022 at 9:34 AM***Trialworks TaskCode**

Postage Cost

Date Incurred

12/16/2022

Notes

Pl's ntc of Ct's ntc and order of complex case determination to Def via US Regular Mail

Filing Fee

\$540.49*Created: 12/14/2022 at 8:32 AM***Trialworks TaskCode**

filing fee

Date Incurred

11/22/2022

Payee

One Legal

Description

OLINV#04551313 Geramia paid 11.22.22

Docs

OLINV#04551313 Geramia paid 11.22.22... ▼

*Created: 11/17/2022 at 10:37 AM***\$0.30****Trialworks TaskCode**

Copies

Date Incurred

11/17/2022

Payee

Paper Cut

Notes

PAGA letter to Defendant

Postage Cost

\$7.82*Created: 11/17/2022 at 10:36 AM*

Trialworks TaskCode

Postage Cost

Date Incurred

11/17/2022

Notes

PAGA letter to Defendant via certified mailing

Filing Fee**\$75.00***Created: 11/17/2022 at 10:33 AM***Trialworks TaskCode**

filing fee

Date Incurred

11/17/2022

Payee

LWDA

DescriptionState of California - Department of Industrial
Relations Customer Receipt _ Purchase
Confirmation**Docs**

State of California - Department of Indus... ▼

*Created: 10/3/2022 at 9:20 AM***\$0.20****Trialworks TaskCode**

Copies

Date Incurred

10/3/2022

Payee

Paper Cut

Notes

initial records request letter to Def

Postage Cost**\$7.82***Created: 10/3/2022 at 9:19 AM***Trialworks TaskCode**

Postage Cost

Date Incurred

10/3/2022

Notes

initial records request letter to Def via cert mailing

Postage Cost**\$5.80**

Created: 10/11/2022 at 6:10 PM

**(Proof of Submission to Labor and
Workforce Development Agency)**

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 March 1, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

CDF LABOR LAW LLP

Cory J. Cabral
ccabral@cdflaborlaw.com
Elizabeth Scott
escott@cdflaborlaw.com
Gisele Mitsuk
gmitsuk@cdflaborlaw.com
900 University Avenue, Suite 200
Sacramento, CA 95825

[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 March 1, 2024, at Woodland Hills, California.



Michelle Tanzer