KINGSLEY SZAMET
EMPLOYMENT LAWYERS
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
JESSICA BULAON, Esq., (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Edgar Aguilasocho, Esq. (SBN 285567)
Mario Martinez, Esq. (SBN 200721)
MARTINEZ AGUILASOCHO LAW, INC.
P.O. Box 1998
Bakersfield, California 93303
Telephone: (661) 859-1 174
Facsimile: (661) 840-6154

Attorneys for Plaintiffs and the aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

LUIS LOPEZ SANTOS; MAURILIO SANTIAGO GARCIA; ESTELA PONCE PEREZ; CARMEN LOPEZ SANTIAGO; CRISTINA LOPEZ SOLANO; ARTURO LOPEZ SOLANO; MARGARITO MARCELINO HERNANDEZ; an individual, on behalf of the State of California, as a private attorney general,

PLAINTIFFS,

v.

WEST COAST BERRY FARMS, LLC; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Lead Case No. 23CV01149
(Case No. 23CV00578)

[Case Assigned for All Purposes to Hon. Jed Beebe in Dept. SM 4]

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

Date: February 4, 2027
Time: 8:30 AM
Dept.: SM 4

Complaint Filed: December 5, 2022
FAC Filed: March 22, 2023
SAC Filed: August 12, 2026
Trial Date: None Set

DECLARATION OF KELSEY M. SZAMET

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 the attorney of record for Plaintiff Luis Lopez Santos; Maurilio Santiago Garcia 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 Representative Action 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 December 5, 2022, Plaintiffs LUIS LOPEZ SANTOS and MAURILIO SANTIAGO GARCIA filed this wage and hour class action lawsuit, alleging six causes of action, including: (1) failure to pay wages and/or overtime under Labor Code sections 510, 511, 1194, and 1199; (2) failure to provide rest breaks pursuant to Labor Code section 226.7; (3) failure to reimburse expenses pursuant to Labor Code section 2802; (4) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; and (6) violation of Business & Professions Code section 17200.

6. Also on December 5, 2022, Plaintiffs sent a notice letter, pursuant to Labor Code section 2699 ("PAGA"), to the Labor Workforce Development Agency ("LWDA") regarding their intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699, et seq.

7. On February 10, 2023, Plaintiffs transferred the Action from Kern County Superior Court to Santa Barbara Superior Court.

8. On March 22, 2023, Plaintiffs filed a First Amended Class and Representative Action Complaint adding an additional cause of action for penalties pursuant to Labor Code § 2699, et seq., the Private Attorneys General Act ("PAGA") based on the underlying Labor Code violations already pled, as well as a record keeping violation under IWC Wage Order 14, paragraph 7(A).

9. On November 8, 2024, the Parties filed a Stipulation to Submit Individual Claims to Binding Arbitration, Dismiss Class Claims, and Stay the Representative PAGA Action.

10. On November 13, 2024, this Court granted the parties stipulation to dismiss the putative class claims, pursuant to the parties' arbitration agreements, leaving only the Plaintiffs' individual claims and the PAGA claim.

11. On July 18, 2025, Plaintiff Estela Ponce Perez, represented by PAGA Counsel, commenced a separate class action by filing a class action complaint alleging causes of action against WCBF for (1) failure to pay wages and/or overtime; (2) failure to provide rest breaks; (3) failure to reimburse expenses; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; and (6) violation of Business and Professions Code §§ 17200, et seq.

12. On August 12, 2025, Plaintiffs sent an amended notice letter, pursuant to Labor Code section 2699 ("PAGA"), to the Labor Workforce Development Agency ("LWDA") adding Carmen Lopez Santiago; Cristina Lopez Solano; Arturo Lopez Solano; and Margarito Marcelino Hernandez as Plaintiffs.

13. On August 18, 2025, Plaintiffs Estela Ponce Perez, Carmen Lopez Santiago, Cristina Lopez Solano, Arturo Lopez Solano, and Margarito Marcelino Hernandez, all represented by PAGA Counsel, filed a First Amended Complaint alleging the same six causes of action against WCBF, (the "Perez Action").

14. In November 2025, the 121 employees represented by PAGA Counsel each filed arbitrations, pursuant to their individual arbitration agreements signed with WCBF, all alleging causes of action against WCBF for (1) failure to pay wages and/or overtime; (2) failure to provide

rest breaks; (3) failure to reimburse expenses; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; and (6) violation of Business and Professions Code §§ 17200, et seq. All arbitration complaints are considered to be operative complaints in the Arbitrations ("Arbitration Complaints").

15. On July 15, 2026, the Court granted the Parties' Joint Stipulation to Consolidate Cases, in which the Court consolidated both this action and the Perez Action for all purposes, designating the Santos Action as the lead case.

16. On August 12, 2026, Plaintiffs filed their Second Amended Consolidated Representative Action Complaint. ("Operative Complaint").

17. The Parties have not engaged in extensive formal discovery instead focusing their efforts on resolving this case through early mediation. Defendant produced relevant data such as workweek data for the aggrieved employees, for mediation purposes only.

18. On August 19, 2024, the Parties attended private mediation with Steven J. Rottman. The Parties did not reach a settlement on that day.

19. On September 25, 2025, the Parties participated in a second, all-day mediation presided over by mediator Henry J. Bongiovi, which led to the present Agreement to settle the Action.

20. The Parties engaged in good faith, arms-length negotiations with Defendant concerning possible resolution of the claims asserted in the Litigation.

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

THE SETTLEMENT

22. Defendant will pay the total sum of $400,000.00 in full and final settlement of the PAGA claims alleged.

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

Gross Settlement Amount:	$400,000.00
PAGA Counsel Fees Payment:	$133,333.33
PAGA Counsel Litigation Expenses Payment:	$58,675.82
Administrator Expenses Payment:	$22,500.00
Named Plaintiffs Enhancement:	$10,000.00
PAGA Penalties:	$175,490.85 *($131,618.14 to the LWDA; $43,872.71 to remain in the Net PAGA Settlement Amount)*

24. The Agreement provided for counsel to receive cost reimbursement up to $65,000.00. However, counsel's final costs come to $58,675.82. The extra $6,324.18 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 $169,166.67 contemplated in the settlement agreement.

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

26. The PAGA Period means the period from December 5, 2021, to September 29, 2025.

27. For settlement purposes, the Aggrieved Employees are defined as: "all persons who currently or formerly work for West Coast Berry Farms, LLC as a non-exempt, hourly paid employee in the State of California from December 5, 2021, through September 29, 2025" ("aggrieved employees").

RISKS AND EVALUATION OF THE SETTLEMENT

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

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

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

31. And in accordance with PAGA, the court in a PAGA action has the same discretion

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

32. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a potentially persuasive argument that: (1) the aggrieved employees were properly paid and/or reimbursed in accordance with Defendant's lawful policies and practices, and that any alleged failure to compensate the aggrieved employees was the result of inadvertence and clerical error; (2) the aggrieved employees were provided with the opportunity to take rest breaks in compliance with California law; (3) until this action was filed, no employees had complained about any alleged failure to pay wages, provide rest breaks, reimburse expenses, issue accurate itemized wage statements; (4) none of Defendant's employees suffered any harm from or actual damage as a result of the conduct that forms the basis for Plaintiffs' allegations. All of which Counsel for Defendant would argue, should mitigate in favor of significantly reducing or waiving any PAGA penalties.

33. While Plaintiffs disagree that this analysis is legally correct or persuasive, PAGA Counsel had to consider the foregoing facts and arguments and how they might impact any judgment ultimately awarded to aggrieved employees if the Court were persuaded by them.

34. Plaintiffs alleged that they and the Aggrieved Employees were not properly compensated for all hours worked because Defendant failed to pay Plaintiffs and the Aggrieved Employees for each and every hour worked. Specifically as to pre-shift work, Plaintiffs alleged that they and the Aggrieved Employees routinely worked "off the clock" and performed compensable activities before working each shift for which no pay was provided. (*Id*.)

35. Plaintiffs and the Aggrieved Employees contend that Defendant required Plaintiffs and the Aggrieved Employees to report to the job site at least 5-10 minutes before the start of each scheduled shift.

36. They further alleged that they generally spent this time preparing for their scheduled shifts by washing buckets and adjusting their personal vehicles to carry products for work purposes.

37. Plaintiffs contend that this time spent was "clocked out" and as such, Plaintiffs and

the Aggrieved Employees are not compensated for this time worked even though this time is compensable.

38. Plaintiffs also alleged that whenever the conditions of Defendant's job sites were too wet, despite Defendant having required Plaintiffs and the Aggrieved Employees to "sign in" to work, Plaintiffs and the Aggrieved Employees are required to wait to perform their job duties until it is dry enough but were not paid despite being on the clock. Plaintiffs alleged that Defendant also had a consistent policy of failing to compensate Plaintiffs and the Aggrieved Employees for their time spent traveling from field to field despite performing compensable activities during this travel time.

39. Plaintiffs contend that by their policy of requiring Plaintiffs and the Aggrieved Employees to work without being paid all wages at their appropriate regular rate of pay and to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one- half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199, as well as its own written policies. Plaintiffs allege that Defendant therefore owes penalties under PAGA. Defendant disputes this off the clock time and argues that all employees were paid for all hours worked.

40. Despite the strength of these allegations, Plaintiffs recognized substantial risks in establishing liability at trial. Because the pre-shift time at issue was, by definition, unrecorded, Plaintiffs would bear the burden of proving both that the work occurred and that Defendant knew or should have known of it.

41. Defendant disputes that any off-the-clock work occurred and maintains that all employees were paid for all hours worked, and courts have entered judgment for employers on precisely this basis where the employee could not establish actual or constructive knowledge of unreported time.

42. Moreover, while *Troester* forecloses a de minimis defense to work performed "on a regular basis or as a regular feature of the job," it expressly left open whether activities "so irregular or brief in duration" might not reasonably be captured, and Plaintiffs anticipated that Defendant would argue the 5-10 minute pre-shift activities alleged here—washing buckets and loading

personal vehicles—were irregular, varied by employee and by day, and did not occur in every pay period. (*Troester*, *supra*, 5 Cal.5th at pp. 847-848)

43. Because the aggrieved employees traveled between fields in their own personal vehicles, Plaintiffs anticipated that Defendant would argue the requisite control was absent and that merely transporting work products in a personal vehicle does not satisfy the "suffered or permitted to work" prong. (See *Hernandez v. Pacific Bell Telephone Co.* (2018) 29 Cal.App.5th 131, 137-143 [travel in vehicle carrying employer's equipment and tools not compensable where the arrangement was not compulsory, and mere transportation of tools does not itself constitute work])

44. Similarly, the wet-conditions waiting-time claim would turn on intensely factual questions of whether employees remained subject to Defendant's control during weather delays or were instead free to leave and use the time for their own purposes—questions likely to vary by crew, field, foreman, and day.

45. Finally, even if Plaintiffs prevailed on liability, the trial itself presented risk. Although a PAGA claim may not be stricken as unmanageable, trial courts retain authority to limit the evidence presented in order to keep a PAGA trial workable, and the individualized nature of the pre-shift, waiting-time, and travel-time inquiries here created a genuine risk that Plaintiffs would be constrained in proving violations across the full group of aggrieved employees—and, as discussed below, that any penalties ultimately awarded would be substantially reduced in the Court's discretion. (*Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5th 582.)

46. Plaintiffs alleged that Defendant violated Labor Code § 226.7 and IWC Wage Order 14, which require an employer to provide rest periods or to pay an additional one (1) hour of wages for each rest period the employer fails to provide. Employees are entitled to a ten (10) minute rest break for every four (4) hours worked or major fraction thereof.

47. Plaintiffs also alleged that Defendant failed to maintain a policy informing Plaintiffs and the Aggrieved Employees of this right.

48. Plaintiffs and the Aggrieved Employees consistently worked shifts over three and one-half hours.

49. On a regular and consistent basis, Plaintiffs alleged that Defendant failed to provide

all Aggrieved Employees with rest breaks of not less than ten (10) minutes per four (4) hour work period or major fraction thereof during the relevant time period. Instead, they alleged that Defendant required Plaintiffs and the Aggrieved Employees to forgo at least one of their rest breaks on a regular and consistent basis during the relevant time period. Specifically, Plaintiffs alleged that they and the Aggrieved Employees have been required to work four-hour increments (or major fractions thereof) without being provided with compliant second ten (10) minute rest periods.

50. Plaintiffs further alleged that all Aggrieved Employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as described above and as required by Labor Code § 226.7.

51. During the mediation process, Defendant raised the defense that employees received all required rest breaks.

52. Given that the written rest period policy was accurate, Plaintiff considered this a viable risk and the defense carried real force.

53. That proof would proceed employee-by-employee and day-by-day, and, as discussed above, the Court could limit the volume of testimony presented at a PAGA trial to keep the trial manageable. (*Estrada v. Royalty Carpet Mills, Inc.*, *supra*, 15 Cal.5th 582)

54. Plaintiffs alleged that Defendant failed to reimburse Plaintiffs and the aggrieved employees the cost of using their personal vehicles and tools/equipment for business related purposes but were necessary for the performance of Plaintiffs and the aggrieved employees' job duties.

55. First, Plaintiffs alleged that Defendant required that Plaintiffs and the aggrieved employees use their own vehicles to for work-related purposes.

56. Second, Plaintiffs alleged that Defendant required Plaintiffs and the aggrieved employees to purchase their own tools and/or equipment such as knee protectors, scissors for weeding, gloves, and jar rings, and this was necessary to perform their job duties. Plaintiffs acknowledged that Defendant occasionally provided gloves to its employees, but other necessary tools were not provided. Plaintiffs acknowledged that there is a significant risk to this claim as the actual violation rate may be very low due to each aggrieved employee's own preference as to

whether each of these tools was needed.

57. This meant that the damages were relatively small.

58. Beyond the potentially low violation rate, the reimbursement claim faced structural proof problems.

59. To the extent aggrieved employees did not retain receipts or mileage records for the vehicle use and hand tools at issue, establishing what each employee actually spent—and whether each purchase was necessary rather than a matter of personal preference—would require individualized, employee-by-employee evidence, and Defendant would contend that any amounts owed were modest.

60. Here, Plaintiffs alleged that Defendant furnishes Plaintiffs and all Aggrieved Employees with itemized wage statements that do not accurately show total hours worked or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate because Plaintiffs and the aggrieved employees performed work while off the clock.

61. Further, they alleged that Aggrieved Employees are issued wage statements that do not include accurate meal and rest premiums as a result of the claims alleged above nor accurately reflect payment for piece rate rest periods.

62. Defendant's alleged failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis. Thus, Plaintiffs alleged that Defendant owes the Aggrieved Employees penalties under PAGA for failing to provide accurate and itemized wage statements.

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

64. In addition to those derivative risks, Defendant had two substantial defenses specific to this claim.

65. While Plaintiffs would respond that PAGA civil penalties are not subject to section 226(e)'s injury and intent requirements, Defendant would press the same good faith arguments in urging the Court to reduce any PAGA penalty under section 2699(e)(2).

66. Plaintiffs factored in the risk of establishing that any violation was "willful" and the fact that this claim is derivative.

67. Because Defendant disputes the underlying off-the-clock, rest period, and reimbursement claims on grounds that are at least colorable, there was a genuine risk the trier of fact would find no willful violation at all—eliminating this claim entirely as to the aggrieved employees whose employment ended during the PAGA Period.

68. If the trier of fact credited Defendant's position that all time worked was recorded and paid, the recordkeeping claim would fail with the wage claim, and the same employee-by-employee proof problems and employer-knowledge requirements discussed above apply to it with equal force.

69. In light of all these significant risks and given that PAGA gives the Court broad discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross Settlement Amount of $400,000.00 was fair and reasonable.

ATTORNEY COMPETENCE

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

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of $255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of $4,000,000 and the court granted attorneys' fees request of 30%.

c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the

Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of $1,000,000 and the court granted attorneys' fees request of 30%.

d. *Ryan v. Hilton Hotels Corporation,* (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of $1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.

e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys' fees request of 33.3%.

f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys' fees request of 33.3%.

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

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

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

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of

Settlement in the gross amount of $995,000.00, and the court granted attorney's fees request of 33.33%.

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

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

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

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

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

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

71. Kingsley Szamet Employment Lawyers filed its first class certification motion in the year 2000 and since that time has been appointed PAGA Counsel on dozens of wage and hour class

actions that have been approved for class certification. Since 2012, Kingsley Szamet Employment Lawyers has moved for class certification in 15 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

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

b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers as PAGA Counsel).

c. *Amaro, et al v. Gerawan Farming, Inc*., No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers as PAGA Counsel).

d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers as PAGA Counsel).

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

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

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

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

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

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

REQUESTS FOR ATTORNEYS' FEES AND COSTS

74. As detailed fully in the Settlement, the settlement provides for Defendant to create a Gross Settlement Amount of $400,000.00. From that fund, Plaintiff requests an award of attorneys' fees for PAGA Counsel in the amount of $133,333.33, or 33.33% of the Gross Settlement Amount, and $58,675.82 in reimbursement for litigation costs.

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

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

77. There are always risks attendant to billing cases on a contingency basis. Those risks are even higher in the current economic climate. Kingsley Szamet Employment Lawyers

bills the vast majority of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate cases, *Lozoya v. Shore House Café, Inc.,* No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred thousands of dollars in fees that will never be recovered.

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

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

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

a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower court ruling in employer's favor that certain employees can share in

mandatory tip pool affirmed);

c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);

d. *Areso v. CarMax, Inc.,* 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed) ;

e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);

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

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

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

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

l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,

2018) (affirming judgement for employees after bench trial);

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

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

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

PAGA COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

83. Here, a lodestar cross-check confirms that the percentage requested is reasonable. PAGA Counsel have an aggregate lodestar in the amount of $126,450.00 which represents 125.9 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiffs' instant Motion. (*Id*.)

84. As such, PAGA Counsel is asking for a lodestar multiplier of 1.05.

85. 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.

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

87. As discussed above, PAGA Counsel are skilled wage and hour practitioners with

decades of experience who diligently prepared and litigated this matter.

88. 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 125.6 hours of attorney time.

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

90. PAGA Counsel believe this is an exceptional result that has been well received by the aggrieved employees.

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

92. The requested hourly rates in this case range from $570.00 per hour to $1,250.00.

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

94. Mr. Kingsley is a 30-year attorney with expertise in wage and hour class action lawsuits.

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

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

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

98. My office billed for the following five attorneys for work performed on this case: Eric Kingsley, Liane Katzenstein Ly, Jessica Adlouni, Jessica Bulaon, and me.

99. I am a partner at Kingsley Szamet Employment Lawyers. I received my Bachelor of Arts degree, *cum laude*, from the University of California San Diego and received my law degree from UCLA School of Law in 2008, where I was active in the Women's Law Journal and community-based legal clinics. I have been practicing since 2008 and is billed at $940 per hour.

100. Jessica Adlouni is an Associate Attorney at Kingsley Szamet Employment Lawyers. She is billed at $690 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from UCLA School of Law in May 2019.

101. Jessi Bulaon is an Associate Attorney at Kingsley Szamet Employment Lawyers. Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of 2021. She is billed at $570 per hour.

102. Liane Katzenstein Ly, a former partner at Kingsley Szamet Employment Lawyers, had a billing rate of $800 per hour at the time that she left the firm. She is an honors graduate of Florida State University, and received her JD from University of California Davis School of Law in 2008, where she was an editor of the Environmental Law Journal and a board member of the King Hall Negotiations Team.

103. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: $1,500 an Hour* states that "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." The article also explains that "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." Finally, the article notes that "the average highest rate paid for law-firm partners was $875 an hour in 2015." This article is attached hereto as Exhibit "3".

104. PAGA Counsel's charged rate are commensurate with the prevailing market rates in

Santa Barbara County for attorneys of comparable experience and skill handling complex litigation.

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

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

107. Finally, PAGA Counsel's rates are in line with the 2025-2026 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is $1,227, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet and Ms. Ly, is $1,019, and a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Bulaon is $625. A true and correct copy of the 2025-2026 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

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

ATTORNEY	**HOURS**	**HOURLY RATE**	**TOTALS**
Eric B. Kingsley	49.10	$1,250.00	$61,375.00
Kelsey M. Szamet	41.50	$940.00	$39,010.00
Jessica Adlouni	1.7	$690.00	$1,173.00
Jessi Bulaon	7.6	$570.00	$4,332.00
Liane Katzenstein Ly	25.7	$800.00	$20,560.00
KINGSLEY TOTAL ATTORNEYS' FEES	**125.6**		**$126,450.00**[1]

109. Kingsley Szamet Employment Lawyers has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

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

a. intake and interviewing Plaintiffs and witnesses and flushing out facts and issues;

b. researching employer and related causes of action;

c. researching other pending and former matters against Defendant;

d. fact development and investigating Defendant's ownership structure

e. researching and analyzing relevant claims under B&P 17200;

f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;

g. regular meetings and or communicating with the Plaintiffs;

h. regular meetings and or communicating with Co-Counsel;

i. drafting pleadings (Complaints, Motion for Representative Action Approval, various documents related to PAGA approval, etc.);

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

k. interviewing and obtaining declarations from Plaintiffs;

l. preparing for and attending mediation;

m. discussing issues related to damage model calculations;

n. preparing and analyzing damage models;

o. negotiating the terms of the settlement;

p. reviewing and making changes to the Settlement Agreement;

q. drafting and editing all documents for PAGA Approval;

r. monitoring Notice and settlement administration procedures;

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

110. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.05.

111. I believe the request for attorneys' fees in the amount of $133,333.33 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

112. 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.

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

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

114. In addition to their request for fees, PAGA Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of $58,675.82.

115. To date, PAGA Counsel has incurred $58,375.82 in costs.

116. PAGA Counsel anticipates incurring an additional $300.00 in costs to file and serve this motion, but the Settlement provides for a reimbursement of litigation costs of up to $65,000.00.

117. As such, counsel is requesting a cost reimbursement of $58,675.82.

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

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

120. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court should approve the request for reimbursement in the amount of $58,675.82.

PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

121. The Settlement calls for an enhancement payment of $5,000.00 to each of the

Plaintiffs, to be paid from the Gross Settlement Amount.

122. The time spent by Luis Lopez Santos and Maurilio Santiago Garcia includes identifying competent counsel, providing information to PAGA Counsel regarding Plaintiffs' relevant employment experiences, compiling documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories of liability, reviewing settlement documents, and making themselves available for two full days of mediation.

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

124. The enhancement takes into consideration the time, effort, risks, and expense incurred by Plaintiffs in coming forward to litigate this matter on behalf of the aggrieved employees.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

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

EXHIBITS

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

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

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

129. Attached hereto as Exhibit "4" is a true and correct copy of the 2025-2026 Adjusted Laffey Matrix.

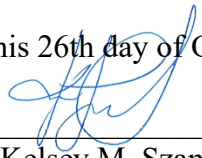
130. Attached hereto as Exhibit "5" is a true and correct copy of the KINGSLEY SZAMET EMPLOYMENT LAWYERS costs ledger reflecting costs incurred in this matter.

131. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission

to the LWDA as referenced in paragraph 91 above.

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

This declaration was executed this 26th day of October, 2026, in Encino, California.



Kelsey M. Szamet

EXHIBIT "1"

REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Luis Lopez Santos and Maurilio Santiago Garcia ("Plaintiffs") and Defendant West Coast Berry Farms, LLC ("Defendant" or "WCBF"). The Agreement refers to Plaintiffs and WCBF collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" mean the Plaintiffs' PAGA lawsuit alleging wage and hour violations against WCBF captioned *Luis Lopez Santos and Maurilio Santiago Garcia v. West Coast Berry Farms, LLC*, Case No. BCV-22-103269, filed on December 5, 2022, then transfer to from Kern County Superior Court to Santa Barbara Superior Court, and entitled Case No. 23CV01149.

1.2 "Administrator" means Xpand Legal Services, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all persons who currently or formerly work for WCBF as a non-exempt, hourly paid employee in the State of California from December 5, 2021 through September 29, 2025.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in WCBF's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "Court" means the Superior Court of California, County of Santa Barbara.

1.9 "Defense Counsel" means LightGabler LLP.

1.10 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. If the LWDA does not object to the Settlement, the Judgment is final

on the day the Court enters Judgment. If the LWDA objects to the Settlement, the Judgment is final on the date the objection is resolved.

1.11 "Gross Settlement Amount" means $4400,000 which is the total amount WCBF agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net PAGA Settlement Amount calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.14 "LWDA" means the California Labor and Workforce Development Agency.

1.15 "LWDA PAGA Payment" means the 75% of the Net PAGA Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 "Net PAGA Settlement Amount" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Enhancement Award, and Administration Expenses Payment. The remainder is to be paid as the LWDA PAGA Payment and Individual PAGA Payments.

1.17 "PAGA Counsel" means mean Kingsley Szamet Employment Lawyers and Martinez Aguilasocho Law, Inc., the attorneys representing the Plaintiffs 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" means any pay period during which an Aggrieved Employee worked for WCBF for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from December 5, 2021 through September 29, 2025.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.22 "PAGA Notice" means Plaintiffs' December 5, 2022 letter to WCBF and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "Plaintiffs" mean Luis Lopez Santos and Maurilio Santiago Garcia, the named plaintiffs in the Action.

1.24 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.25 "Released Parties" means WCBF and its past, present, and/or future direct and/or indirect owners, shareholders, partners, officers, directors, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, subsidiaries, affiliates or other representatives of any kind.

1.26 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On December 5, 2022, Plaintiffs Luis Lopez Santos and Maurilio Santiago Garcia commenced the Action by filing a class action complaint alleging causes of action against WCBF for (1) failure to pay wages and/or overtime; (2) failure to provide rest breaks; (3) failure to reimburse expenses; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; and (6) violation of Business and Professions Code §§ 17200, et seq.

2.2 On February 10, 2023, Plaintiffs transferred the Action from Kern County Superior Court to Santa Barbara Superior Court.

2.3 On March 22, 2023, Plaintiffs filed a First Amended Complaint alleging a seventh cause of action against WCBF for penalties pursuant to the PAGA. On November 13, 2024, this Court granted the parties stipulation to dismiss the putative class claims, pursuant to the parties' arbitration agreements, leaving only the Plaintiffs' individual claims and the PAGA claim. The First Amended Complaint is the operative complaint in the PAGA Action ("Operative Complaint"). WCBF 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.

2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to WCBF and the LWDA by sending the PAGA Notice.

2.5 On July 18, 2025, Plaintiff Estela Ponce Perez, represented by PAGA Counsel, commenced a separate class action by filing a class action complaint alleging causes of action against WCBF for (1) failure to pay wages and/or overtime; (2) failure to provide rest breaks; (3) failure to reimburse expenses; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; and (6) violation of Business and Professions Code §§ 17200, et seq. On August 18, 2025, Plaintiffs Estela Ponce Perez, Carmen Lopez Santiago, Cristina Lopez Solano, Arturo Lopez Solano, and Margarito Marcelino Hernandez, all represented by PAGA Counsel, filed a First Amended Complaint alleging the same six causes of action against WCBF, (the "Perez Action"). WCBF denies the allegations in the Perez Action, denies any

failure to comply with the laws identified in in the Perez Action and denies any and all liability for the causes of action alleged.

2.6 In November 2025, the 121 employees represented by PAGA Counsel each filed arbitrations, pursuant to their individual arbitration agreements signed with WCBF, all alleging causes of action against WCBF for (1) failure to pay wages and/or overtime; (2) failure to provide rest breaks; (3) failure to reimburse expenses; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; and (6) violation of Business and Professions Code §§ 17200, et seq. All arbitration complaints are considered to be operative complaints in the Arbitrations ("Arbitration Complaints"). WCBF denies the allegations in the Arbitration Complaints, denies any failure to comply with the laws identified in in the Arbitration Complaints and denies any and all liability for the causes of action alleged.

2.7 On August 19, 2024, the Parties participated in an all-day mediation presided over by mediator Steven J. Rottman, however, no agreement to settle the Action was reached.

2.8 On September 25, 2025, the Parties participated in a second, all-day mediation presided over by mediator Henry J. Bongiovi, which led to the Agreement to settle the Action.

2.9 Prior to mediation Plaintiffs obtained, through informal discovery, all personnel files, timekeeping records and wage statements for all 121 employees who are represented by PAGA Counsel and maintain claims against WCBF. Plaintiffs also obtained, through informal discovery, timekeeping records for every employee who worked alongside these 121 employees, totaling over 21,000 pages of time and payroll records. Plaintiffs also informally received complete metrics for the Aggrieved Employees including the numbers of employees, pay periods worked during the PAGA Period, and Defendant's relevant policy documents and employee handbooks in effect (in both English and Spanish) during the PAGA Period.

2.10 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, except for those disclosed in this Agreement above.

2.11 On April 17, 2026, the Parties executed a Memorandum of Understanding to settle this Action, and also execute separate individual settlements with all 121 employees with claims against WCBF in the Perez Action and the Arbitration Complaints.

2.12 On July 15, 2026, the Court granted the Parties' Joint Stipulation to Consolidate Cases, in which the Court consolidated both the Action and the Perez Action for all purposes, designating the Action as the lead case.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. WCBF promises to pay $400,000 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 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33-1/3%%, which is currently estimated to be $ 133,333.33, and PAGA Counsel Litigation Expenses Payment of not more than $ 65,000. WCBF will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. If PAGA Counsel's request for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be returned to the Gross Settlement Amount and shall not be grounds for objecting to or rejecting the Agreement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 WCBF harmless, and indemnifies WCBF, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To Plaintiffs: An enhancement award for each Plaintiff in the amount of $5,000.00 for their work in connection with prosecuting the Action. If Plaintiffs' request for an enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be returned to the Gross Settlement Amount and shall not be grounds for objecting to or rejecting the settlement.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $22,500.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $22,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The remainder of the Gross Settlement Amount shall constitute the Net PAGA Settlement Amount. Subject to the Court's approval, the Net PAGA Settlement Amount will be allocated as follows

3.2.4.1 The LWDA PAGA Payment. The Administrator shall pay the LWDA Seventy-Five Percent (75%) of the Net PAGA Settlement Amount.

3.2.4.2 The Individual PAGA Payment. The Administrator shall pay to the Aggrieved Employees Twenty-Five Percent (25%) of the Net PAGA Settlement Amount. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net PAGA Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.3 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. This settlement is based on an estimated 109,159 pay periods worked by the Aggrieved Employees during the PAGA Period. Defendant estimates there are 8,182 Aggrieved Employees.

4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, WCBF will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. WCBF has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which WCBF must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. WCBF shall fully fund the Gross Settlement Amount pursuant to the below payment schedule. The Administrator shall receive and hold all initial payments in a Qualified Settlement Fund ("QSF") pending final approval of this Agreement:

4.3.1 In the calendar year 2026, WCBF shall make four (4) quarterly payments of Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00), totaling $1,000,000.00. The payments shall be made on or before March 31, 2026, June 30, 2026, September 30, 2026, and December 31, 2026.

4.3.2 In the calendar year 2027, WCBF shall make four (4) quarterly payments of One Hundred Seventy-Five Thousand Dollars ($175,000.00), totaling $700,000.00. The payments shall be made on or before March 31, 2027, June 30, 2027, September 30, 2027, and December 31, 2027.

4.3.3 In the calendar year 2028, WCBF shall make four (4) quarterly payments of One Hundred Seventy-Five Thousand Dollars ($175,000.00), totaling $700,000.00. The payments shall be made on or before March 31, 2028, June 30, 2028, September 30, 2028, and December 31, 2028.

4.4 The Parties recognize that the amount set for in paragraph 4.3 is larger than the Gross Settlement herein. The remainder is allocated to the settlement of the 121 individual claimants referenced in paragraph 2.4.

4.5 Reversion of Funds. In the event, the Court does not approve this Agreement, or the Parties are otherwise unable to effectuate the terms of the previously executed MOU to the fullest extent for any reason, all settlement funds paid by WCBF under the MOU and this Agreement shall immediately revert back to WCBF.

4.6 Payment Grace Allowance. In recognition of the seasonal income fluctuations inherent in the farming business, the Parties agree that WCBF may, upon written notice to Plaintiffs' Counsel and the Administrator, spread a scheduled quarterly payment over two consecutive quarters if necessary, provided that: (a) WCBF may not fall behind by more than two quarters at any time; and (b) any shortfall in a given quarter must be fully cured by the immediately following quarter.

4.7 Payments from the Gross Settlement Amount. Upon WCBF's funding of the Gross Settlement Amount in full, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.7.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.7.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within [7] days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

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

4.7.4 The payment of Individual PAGA Payments shall not obligate WCBF to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present representatives, agents, attorneys (including PAGA Counsel), 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: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' 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, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. This release extends only to remedies available through PAGA and does not release Plaintiffs' non-PAGA individual claims against Defendant which are subject to a separate Settlement and General Release Agreement.

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for civil penalties brought under PAGA arising out of or related to work performed by PAGA Members for Defendant during the PAGA Period that are alleged, were alleged, or could reasonably have been alleged based on the factual allegations stated in the Operative Complaint and PAGA Notice and that arose during the PAGA Period. This release includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to pay reporting time pay, requiring a written agreement to any term or condition known to be prohibited by law, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, and including any claims arising therefrom for any monetary or non-monetary relief, and claims for attorneys' fees, expenses, and costs, that may be obtained under the PAGA statute.

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 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel 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 (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Agreement showing all modifications made

to the Superior Court of Los Angeles County's Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiffs and PAGA Counsel 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 45 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 Approval Order 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 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 by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4 Proposed Order. The Proposed Order, which shall accompany the Motion for Approval of the PAGA Settlement, shall specifically state that all arbitrations filed by Individual Employees, as defined in the April 17, 2026 Memorandum of Understanding, shall be withdrawn and dismissed with prejudice.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Xpand Legal Services to serve as the Administrator and verified that, as a condition of appointment, Xpand Legal Services agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

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

8.1 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 and 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 Net Settlement Amount.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. This settlement is based on an estimated 109,159 pay periods worked by the 8,182 Aggrieved Employees during the PAGA Period. If the total number of pay periods during the PAGA Period increases by more than 5% from 109,159 (i.e., more than 114,616), WCBF will have the option to either (a) increase the Gross Settlement Amount proportionately by the number of pay periods in excess of 114,616, or (b) end the PAGA Period on the day the pay periods worked by 8,182 Aggrieved Employees exceeds more than 5% from 109,159 (i.e., more than 114,616 additional pay periods).

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability. 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 WCBF that any of the allegations in the Operative Complaint have merit or that WCBF has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that WCBF'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, WCBF reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest WCBF'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, with the exception of the signed April 17, 2026 Memorandum of Understanding between the parties which remain valid and enforceable.

10.3 Contingent on Settlement of Individual Employees' Claims. The parties acknowledge and agree that this Agreement is contingent upon the execution of the Individual Settlement of the Individual Employees, as defined in the April 17, 2026 Memorandum of Understanding. In the event either this Agreement is not approved or WCBF exercises its option to terminate the settlement as provided in the MOU, then all parties will be restored to their respective positions' vis-a-vis one another in the litigation as of December 5, 2025.

10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and WCBF, 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.

10.5 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 and 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 or the Court for resolution.

10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, WCBF nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10 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.

10.11 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

10.12 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.

10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by WCBF in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from WCBF unless, prior to the Administrator's payment of all Settlement funds, WCBF makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.14 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.

10.15 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.

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

To Plaintiff: Kingsley Szamet Employment Lawyers, 16133 Ventura Boulevard, Suite 1200, Encino, California 91436

To WCBF: LightGabler LLP, 760 Paseo Camarillo, Suite 300, Camarillo, CA 93010

10.17 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.

10.18 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Luis Lopez Santos

DATED: 8/20/2026 By: Luis Lopez S.
Plaintiff

Maurilio Santiago Garcia

DATED: 08/20/26 By: MSG
Plaintiff

DATED: _____ **West Coast Berry Farms, LLC**

By: _____

Its: 8/17/2026

Kingsley Szamet Employment Lawyers

DATED: 8/28/26 By: _____
Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiffs, Individual Employees, and PAGA Members

Martinez Aguilasocho Law, Inc.

DATED: 08/28/2026

By: _____
Edgar Aguilasocho
Mario Martinez
Attorneys for Plaintiffs, Individual Employees, and PAGA Members

DATED: August 18, 2026

LightGabler LLP

By: _____
Michael H. Brody
Jason B. Edlinger
Benjamin F. Fraser
Attorneys for West Coast Berry Farms, LLC

DATED: 8/18/2026

Ventura County Agricultural Association

By: _____
Robert P. Roy
Attorneys for West Coast Berry Farms, LLC

ADDENDUM TO PAGA SETTLEMENT AGREEMENT

This Addendum to PAGA Settlement Agreement ("Addendum") is made by and between Plaintiffs Luis Lopez Santos and Maurilio Santiago Garcia ("Plaintiffs") and Defendant West Coast Berry Farms, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party," effective as of the date of the last signature below.

WHEREAS, at paragraph 1.2 of the PAGA Settlement Agreement ("Agreement"), the Parties agreed that the "Administrator" means Xpand Legal Services, the neutral entity the Parties have agreed to appoint to administer the Settlement.

WHEREAS, the Parties have determined that the Administrator will not be Xpand Legal Services, and instead be Phoenix Class Action Administration Solutions.

WHEREAS, the Parties now seek to amend paragraphs 1.2, and 7.1 of the Agreement to correct the Administrator.

WHEREAS, pursuant to this Amendment, the revised paragraphs of the Settlement Agreement shall read:

1. DEFINITIONS.

1.2 "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

7. SETTLMENT ADMINISTRATION.

7.1 Selection of Administrator: The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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.

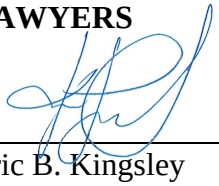
WHEREAS, this is the only change the Parties intend to make to the Settlement Agreement and agree that all other terms shall remain in full force and effect.

PLAINTIFFS AGREE THAT PLAINTIFFS FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. SIMILARLY, PAGA COUNSEL AFFIRMS THAT PLAINTIFFS FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Approved as to form:

Dated: October 2, 2026

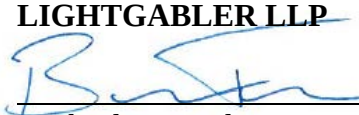
KINGSLEY SZAMET EMPLOYMENT LAWYERS



Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff

Dated: October 2, 2026

LIGHTGABLER LLP



Michael H. Brody
Jason B. Edlinger
Benjamin F. Fraser
Attorneys for Defendant

EXHIBIT "2"

ALM RESEARCH

2007 NLJ Billing Survey

Fiscal Year - 2007

Billing Source-National Law Journal 12/11/2007

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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
Adams and Reese	$500	$225	$255	$165	$198	$305	$278	$197	$300	$275
Andrews Kurth	$795	$400	$460	$210						
Arent Fox	$675	$395	$440	$240						
Armstrong Teasdale	$450	$295	$295	$165						
Baker, Donelson, Bearman, Caldwell & Berkowitz	$525	$230	$315	$160	$205	$325	$280	$200	$320	$270
Barnes & Thornburg	$485	$265	$295	$180	$225	$350	$302	$220	$355	$310
Bass, Berry & Sims PLC	$575	$300	$285	$180						
Best Best & Krieger	$495	$290	$350	$160	$203	$275	$212	$235	$390	$265
Bond, Schoeneck & King	$435	$200	$250	$140	$179	$294	$253	$175	$295	$300
Bradley Arant Rose & White	$520	$240	$280	$180	$211	$335	$258	$205	$330	$260
Briggs and Morgan	$500	$250	$325	$195	$233	$391	$344	$230	$395	$350
Brinks Hofer Gilson & Lione	$650	$300	$410	$180	$273	$479	$365	$250	$485	$350
Broad and Cassel	$450	$250	$310	$165	$232	$361	$294	$225	$360	$275
Brownstein Hyatt Farber Schreck	$675	$260	$270	$170	$219	$373	$308	$218	$390	$325
Bryan Cave	$695	$320	$495	$165	$295	$493	$394	$295	$490	$375
Buchanan Ingersoll & Rooney	$750	$320	$460	$150						
Bullivant Houser Bailey	$500	$225	$350	$150	$240	$285	$260	$220	$275	$250
Burr & Forman	$470	$250	$305	$175	$235	$340				
Butzel Long	$575	$210	$350	$155						
Carlton Fields	$600	$280	$375	$190	$243	$406	$312	$245	$405	$300
Cooley Godward Kronish	$875	$470	$555	$250						
Covington & Burling	$800	$510	$525	$240						
Cozen O'Connor	$750	$230	$530	$155	$283	$420	$350	$280	$425	$340
Curtis, Mallet-Prevost, Colt & Mosle	$735	$635	$560	$280	$361	$666	$396	$360	$685	$480
Davis Wright Tremaine	$695	$300	$390	$170	$257	$430	$375	$250	$423	$375
Day Pitney	$650	$350	$525	$210	$306	$472	$374	$310	$465	$375
Dickinson Wright	$530	$260	$275	$170						
Dickstein Shapiro Morin & Oshinsky	$825	$425	$440	$225	$336	$552	$438	$360	$550	$425
Dinsmore & Shohl	$475	$235	$285	$155	$199	$342	$275	$190	$340	$250
Dorsey & Whitney	$750	$220	$470	$145	$274	$463	$375	$260	$463	$365
Duane Morris	$705	$315	$465	$150	$310	$475	$416	$305	$470	$415
Dykema Gossett	$625	$245	$390	$185	$272	$403				
Edwards Angell Palmer & Dodge	$700	$350	$450	$170	$293	$515	$407	$280	$513	$400
Epstein Becker & Green	$675	$280	$440	$155	$290	$471	$380	$280	$475	$395
Fenwick & West	$775	$500	$500	$245	$360	$590	$395	$370	$600	$410
Foley & Lardner	$855			$185	$387	$550	$476	$375	$550	$475
Ford & Harrison	$560	$325	$395	$210						
Fowler White Boggs Banker	$500	$230	$325	$150	$217	$345	$303	$210	$340	$300
Fox Rothschild	$595	$240	$440	$190						

	A	C	D	E	F	G	H	I	J	K	L
46	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
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
93	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
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.

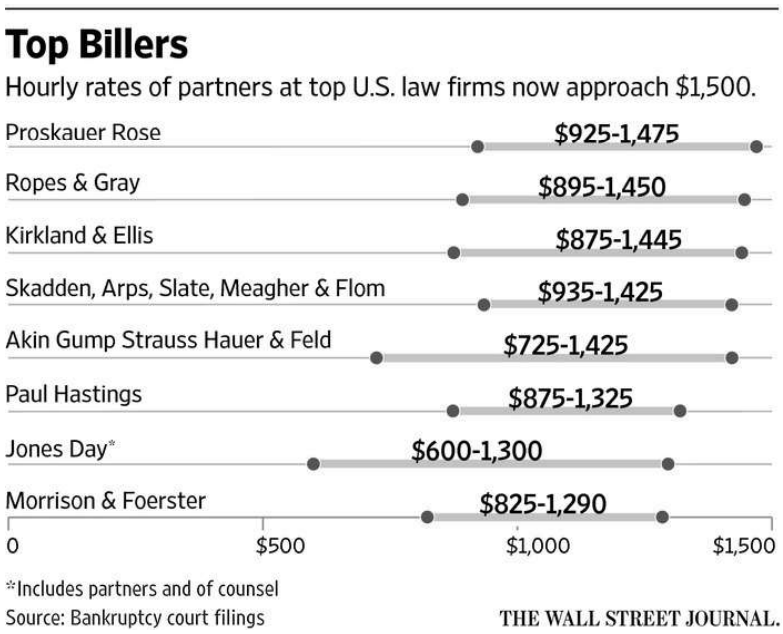
Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

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.



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

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

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

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

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

EXHIBIT "5"

Printed from FILEVINE

West Coast Berry Farms, LLC adv. Santos, Luis Lopez, et al.

Luis Lopez Santos •

Historic Cost

$48,797.33

Filing Fee — $29.9

Created: 9/29/2026 at 11:27 AM

Trialworks TaskCode
Filing Fees

Date Incurred
9/29/2026

Payee
Info Track

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CM 110 29.94 filing fees and 90.00 courtesy copy fees

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Filing Fee — $29.95

Created: 9/16/2026 at 9:20 AM

Trialworks TaskCode
Filing Fees

Date Incurred
8/18/2026

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Amended Complaint - Claim Amount Unchanged (No Fee), fees

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Filing Fee — $103.50

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Trialworks TaskCode
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Date Incurred
8/14/2026

Payee
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Trialworks TaskCode
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Date Incurred
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Date Incurred
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Date Incurred
6/1/2026

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Date Incurred
4/1/2026

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Date Incurred
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Expert Fee

Date Incurred
10/10/2025

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Date Incurred
3/7/2025

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Notes
PI's mediation fees
PI's mediation fees

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Date Incurred
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Date Incurred
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CMS filing fees

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Date Incurred
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14 Claimants' demands for arbitration to Respondent via cert mailing

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Trialworks TaskCode
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Date Incurred
1/31/2025

Payee
Paper Cut

Notes
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Copies of demands for arbitration to mail to Respondent

Filing Fee — $87.76

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Trialworks TaskCode
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Date Incurred
1/2/2025

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Date Incurred
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OLINV#06670918 WCB 12.30.24

Docs
OLINV#06670918 WCB 12.30.24.pdf

Filing Fee — $77.44

Created: 11/7/2024 at 4:47 PM

Trialworks TaskCode
costs

Date Incurred
11/6/2024

Payee
One Legal

Description
OLINV#06532655 WCB 11.6.24

Docs
OLINV#06532655 WCB 11.6.24.pdf

Research Cost — $551.25

Created: 11/14/2024 at 3:18 PM

Trialworks TaskCode
costs

Date Incurred
10/31/2024

Payee
MAL -PL Investigator

Description
MAL -PL Investigator -research

Filing Fee — $77.21

Created: 9/11/2024 at 9:53 AM

Trialworks TaskCode
costs

Date Incurred
9/4/2024

Payee
One Legal

Description
OLINV#06339099 WCB 9.4.24

Docs
OLINV#06339099 WCB 9.4.24.pdf

Filing Fee — $28.00

Created: 9/11/2024 at 9:22 AM

Trialworks TaskCode
costs

Date Incurred
9/3/2024

Payee
One Legal

Description
OLINV#06336663 WCB 9.3.24

Docs
OLINV#06336663 WCB 9.3.24.pdf

Expert Fee — $3,360.00

Created: 8/26/2024 at 8:12 AM

Trialworks TaskCode
costs

Date Incurred
8/23/2024

Payee
Berger Consulting

Description
Berger Consulting INV# 10182 re WCB paid 8.23.24

Notes
P.O. Box 261954 Encino, CA 91426
P.O. Box 261954 Encino, CA 91426

Docs
Berger Consulting INV# 10182 re WCB paid 8.23.24.pdf

Research Cost — $358.82

Created: 11/14/2024 at 3:36 PM

Trialworks TaskCode
costs

Date Incurred
8/16/2024

Payee
MAL -PL Investigator

Description
MAL -PL Investigator -research

Research Cost — $349.84

Created: 11/14/2024 at 3:52 PM

Trialworks TaskCode
costs

Date Incurred
7/15/2024

Payee
MAL -PL Investigator

Description
MAL -PL Investigator -research

Filing Fee — $77.21

Created: 7/5/2024 at 1:13 PM

Trialworks TaskCode
costs

Date Incurred
6/19/2024

Payee
One Legal

Description
OLINV#06132715 WCB 6.19.24

Docs
OLINV#06132715 WCB 6.19.24.pdf

Filing Fee — $26.87

Created: 7/1/2024 at 1:07 PM

Trialworks TaskCode
costs

Date Incurred
6/17/2024

Payee
One Legal

Description
OLINV#06127748 WCB 6.17.24

Docs
OLINV#06127748 WCB 6.17.24.pdf

Research Cost — $322.37

Created: 11/14/2024 at 5:10 PM

Trialworks TaskCode
costs

Date Incurred
5/31/2024

Payee
MAL -PL Investigator

Description
MAL -PL Investigator -research

Filing Fee — $77.21

Created: 6/5/2024 at 2:04 PM

Trialworks TaskCode
filing fee

Date Incurred
5/30/2024

Payee
One Legal

Description
OLINV#06077531 WCB 5.30.24

Docs
OLINV#06077531 WCB 5.30.24.pdf

Filing Fee — $20.69

Created: 4/11/2024 at 12:42 PM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05889807 WCB 4.5.24.pdf

Date Incurred
4/5/2024

Description
OLINV#05889807 WCB 4.5.24

Court Cost — $1.00

Created: 6/27/2024 at 10:56 AM

Trialworks TaskCode
costs

Date Incurred
4/4/2024

Payee
One Legal

Description
eServe Charge | 22608981-R1 | 23CV01149 | Bill Code: West Coast Berry | 7 recipients | 04/04/2024

10+

Filing Fee — $77.21

Created: 4/11/2024 at 10:30 AM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05886577 WCB 4.4.24.pdf

Date Incurred
4/4/2024

Description
OLINV#05886577 WCB 4.4.24

Filing Fee — $77.21

Created: 3/6/2024 at 2:14 PM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05783549 WCB 2.29.24.pdf

Date Incurred
2/29/2024

Description
OLINV#05783549 WCB 2.29.24

Filing Fee — $20.69

Created: 3/5/2024 at 2:27 PM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05769691 WCB 2.27.24.pdf

Date Incurred
2/27/2024

Description
OLINV#05769691 WCB 2.27.24

Court Cost — $1.00

Created: 6/20/2024 at 1:39 PM

Trialworks TaskCode
costs

Date Incurred
2/26/2024

Payee
One Legal

Description
eServe Charge | 22317189-R1 | 23CV01149 | Bill Code: West Coast Berry | 5 recipients | 02/26/2024

Mediation Cost — $14,000.00

Created: 1/10/2024 at 11:26 AM

Trialworks TaskCode
costs

Payee
Steven J. Rottman, LLC

Docs
INV#5048 from Steven J. Rottman re WCBF paid 1.9.24.pdf

Date Incurred
1/9/2024

Description
INV#5048 from Steven J. Rottman re WCBF paid 1.9.24

Investigator Fee — $225.00

Created: 10/31/2023 at 11:28 AM

Trialworks TaskCode
costs

Payee
MAL -EDS Investigator

Docs
9-2023 KK_ EDS Investigator time report paid 10.25.23 WCB...

Date Incurred
10/25/2023

Description
9-2023 KK_ EDS Investigator time report paid 10.25.23 WCB

Filing Fee — $77.21

Created: 10/24/2023 at 3:31 PM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05421737 WCB 10.19.23.pdf

Date Incurred
10/19/2023

Description
OLINV#05421737 WCB 10.19.23

Filing Fee — $25.84

Created: 10/19/2023 at 9:32 AM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05416735 WCB 10.18.23.pdf

Date Incurred
10/18/2023

Description
OLINV#05416735 WCB 10.18.23

Filing Fee — $77.21

Created: 8/24/2023 at 9:36 AM

Trialworks TaskCode
filing fee

Date Incurred
8/10/2023

Payee
One Legal

Description
OLINV#05222077 WCB 8.10.23

Docs
OLINV#05222077 WCB 8.10.23.pdf

Research Cost — $3,435.00

Created: 8/9/2023 at 2:19 PM

Trialworks TaskCode
costs

Date Incurred
8/8/2023

Payee
MAL -EDS Investigator

Description
7-2023 KK_ EDS Investigator time report WEST COAST BERRY FARMS paid 8.8.23

Docs
7-2023 KK_ EDS Investigator time report WEST COAST BER... 10+

Research Cost — $1,560.00

Created: 7/31/2023 at 11:17 AM

Trialworks TaskCode
costs

Date Incurred
7/27/2023

Payee
MAL -EDS Investigator

Description
6-2023 KK_ EDS Investigator time report West Coast Berry paid 7.27.23

Docs
6-2023 KK_ EDS Investigator time report West Coast Berry p...

Filing Fee — $180.37

Created: 8/10/2023 at 11:34 AM

Trialworks TaskCode
filing fee

Date Incurred
7/24/2023

Payee
One Legal

Description
OLINV#05171769 WCB 7.24.23

Docs
OLINV#05171769 WCB 7.24.23.pdf

Filing Fee — $83.90

Created: 7/6/2023 at 9:10 AM

Trialworks TaskCode
filing fee

Date Incurred
6/30/2023

Payee
One Legal

Description
OLINV#14681638 WCB 6.30.23

Docs
OLINV#14681638 WCB 6.30.23.pdf

Filing Fee — $25.84

Created: 7/6/2023 at 8:56 AM

Trialworks TaskCode
filing fee

Date Incurred
6/29/2023

Payee
One Legal

Description
OLINV#05108764 WCB 6.29.23

Docs
OLINV#05108764 WCB 6.29.23.pdf

Research Cost — $150.00

Created: 8/22/2023 at 2:33 PM

Trialworks TaskCode
costs

Date Incurred
4/28/2023

Payee
MAL -EDS Investigator

Description
1-2023 KK_ EDS Investigator time report West Coast Berry Farms paid 4.23

Docs
1-2023 KK_ EDS Investigator time report West Coast Berry F...

Investigator Fee — $540.00

Created: 4/12/2023 at 1:37 PM

Trialworks TaskCode
costs

Date Incurred
4/12/2023

Payee
Investigator Eulogio Donato Solano

Description
12-2022 KK_ EDS Investigator Invoice No. 1154 paid 4.12.23

Docs
12-2022 KK_ EDS Investigator Invoice No. 1154 paid 4.12.23....

Filing Fee — $84.68

Created: 4/13/2023 at 3:37 PM

Trialworks TaskCode
filing fee

Date Incurred
3/30/2023

Payee
One Legal

Description
OLINV#04873194 WCB 3.30.23

Docs
OLINV#04873194 WCB 3.30.23.pdf

Filing Fee — $23.78

Created: 4/13/2023 at 2:58 PM

Trialworks TaskCode
filing fee

Date Incurred
3/29/2023

Payee
One Legal

Description
OLINV#04867477 WCB 3.29.23

Docs
OLINV#04867477 WCB 3.29.23.pdf

Filing Fee — $21.72

Created: 4/13/2023 at 12:57 PM

Trialworks TaskCode
filing fee

Date Incurred
3/28/2023

Payee
One Legal

Description
OLINV#04862543 WCB 3.28.23

Docs
OLINV#04862543 WCB 3.28.23.pdf

Filing Fee — $88.28

Created: 4/13/2023 at 9:51 AM

Trialworks TaskCode
filing fee

Date Incurred
3/24/2023

Payee
One Legal

Description
OLINV#04858181 WCB 3.24.23

Docs
OLINV#04858181 WCB 3.24.23.pdf

10+

Filing Fee — $40.87

Created: 3/1/2023 at 3:08 PM

Trialworks TaskCode
filing fee

Date Incurred
2/23/2023

Payee
One Legal

Description
OLINV#04774169 WCB 2.23.23

Docs
OLINV#04774169 WCB 2.23.23.pdf

Filing Fee — $1,435.00

Created: 2/15/2023 at 3:18 PM

Trialworks TaskCode
filing fee

Date Incurred
2/15/2023

Payee
Santa Barbara Superior Court

Description
$1,435.00 Filing fee payable to Santa Barbara Superior Court

Notes
Filing fee payable to Santa Barbara Superior Court (transfer of complex matter(
Filing fee payable to Santa Barbara Superior Court (transfer of complex matter(

Court Cost — $50.00

Created: 2/15/2023 at 3:17 PM

Trialworks TaskCode
costs

Date Incurred
2/15/2023

Payee
Kern County Superior Court

Description
$50 Transfer fee payable to Kern County Superior Court

Notes
transfer fee
transfer fee

Filing Fee — $14.36

Created: 2/23/2023 at 1:10 PM

Trialworks TaskCode
filing fee

Date Incurred
2/9/2023

Payee
One Legal

Description
OLINV#04742226 WCB 2.9.23

Docs
OLINV#04742226 WCB 2.9.23.pdf

Filing Fee — $42.47

Created: 2/15/2023 at 3:26 PM

Trialworks TaskCode
filing fee

Date Incurred
1/27/2023

Payee
One Legal

Description
OLINV#04707231 WCB 1.27.23

Docs
OLINV#04707231 WCB 1.27.23.pdf

Filing Fee — $42.47

Created: 2/15/2023 at 10:34 AM

Trialworks TaskCode
filing fee

Date Incurred
1/23/2023

Payee
One Legal

Description
OLINV#04692650 WCB 1.23.23

Docs
OLINV#04692650 WCB 1.23.23.pdf

Filing Fee — $40.30

Created: 2/15/2023 at 10:12 AM

Trialworks TaskCode
filing fee

Date Incurred
1/23/2023

Payee
One Legal

Description
OLINV#04689680 WCB 1.23.23

Docs
OLINV#04689680 WCB 1.23.23.pdf

Filing Fee — $17.60

Created: 2/10/2023 at 11:52 AM

Trialworks TaskCode
filing fee

Date Incurred
1/13/2023

Payee
One Legal

Description
OLINV#04670817 WCB 1.13.23

Docs
OLINV#04670817 WCB 1.13.23.pdf

Filing Fee — $43.24

Created: 1/23/2023 at 12:23 PM

Trialworks TaskCode
filing fee

Date Incurred
1/10/2023

Payee
One Legal

Description
OLINV#04661287 WCB 1.10.23

Docs
OLINV#04661287 WCB 1.10.23.pdf

Investigator Fee — $300.00

Created: 3/21/2023 at 3:37 PM

Trialworks TaskCode
cost

Date Incurred
1/9/2023

Payee
Investigator Eulogio Donato Solano

Description
Investigator

Notes
WCB
WCB

Created: 1/9/2023 at 2:46 PM — $0.80

Trialworks TaskCode
Copies

Date Incurred
1/9/2023

Payee
Paper Cut

Notes
Copy of Pl's Ntc of Assignment to Judge for All Purposes and Ntc of OSC for mailing to Def
Copy of Pl's Ntc of Assignment to Judge for All Purposes and Ntc of OSC for mailing to Def

Postage Cost — $0.81

Created: 1/9/2023 at 2:46 PM

Trialworks TaskCode
Postage Cost

Date Incurred
1/9/2023

Notes
Pl's Ntc of Assignment to Judge for All Purposes and Ntc of OSC to Def via US Regular Mail
Pl's Ntc of Assignment to Judge for All Purposes and Ntc of OSC to Def via US Regular Mail

Filing Fee — $1,494.06

Created: 12/28/2022 at 12:15 PM

Trialworks TaskCode
filing fee

Date Incurred
12/16/2022

Payee
One Legal

Description
OLINV#04609113 WCB 12.16.22

Docs
OLINV#04609113 WCB 12.16.22.pdf

Filing Fee — $75.00

Created: 12/5/2022 at 2:31 PM

Trialworks TaskCode
Filing Fee

Date Incurred
12/5/2022

Payee
LWDA

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

Docs
State of California - Department of Industrial Relations Custo...

Created: 12/5/2022 at 2:22 PM — $0.80

Trialworks TaskCode
Copies

Date Incurred
12/5/2022

Payee
Paper Cut

Notes
PAGA letter copies for mailing to Def and Co-Counsel
PAGA letter copies for mailing to Def and Co-Counsel

Postage Cost — $8.39

Created: 12/5/2022 at 2:22 PM

Trialworks TaskCode
Postage Cost

Date Incurred
12/5/2022

Notes
PAGA letter to Def via certified mailing and to Co-Counsel via US Regular Mail
PAGA letter to Def via certified mailing and to Co-Counsel via US Regular Mail

Filing Fee — $28.08

Created: 11/7/2024 at 2:00 PM

Trialworks TaskCode
costs

Payee
One Legal

Description
OLINV#06527311 WCB 11.4.24

Docs
OLINV#06527311 WCB 11.4.24.pdf

Filing Fee — $27.90

Created: 6/4/2024 at 1:46 PM

Trialworks TaskCode
filing fee

Payee
One Legal

Description
OLINV#06066826 WCB 5.28.24

Docs
OLINV#06066826 WCB 5.28.24.pdf

Printed from FILEVINE

West Coast Berry Farms 2 adv. Ponce Perez, Estela; Solano Emiliano, Itzel

Estela Ponce Perez

Historic Cost

$9,578.49

Filing Fee — $40.3

Created: 6/16/2026 at 2:03 PM

Trialworks TaskCode
Filing Fees

Date Incurred
6/10/2026

Payee
One legal

Description
OLINV#08476157-WCBPonce paid 6.10.2026

Notes
CM110 filing fees
CM110 filing fees

Docs
OLINV#08476157-WCBPonce paid 6.10.2026.pdf

Filing Fee — $93.15

Created: 6/16/2026 at 1:39 PM

Trialworks TaskCode
Filing Fees

Date Incurred
6/9/2026

Payee
One legal

Description
OLINV#08472026-WCBerryPonce paid 6.9.2026

Notes
CM110, courtesy, fees
CM110, courtesy, fees

Docs
OLINV#08472026-WCBerryPonce paid 6.9.2026.pdf

Filing Fee — $93.15

Created: 3/26/2026 at 12:38 PM

Trialworks TaskCode
Filing Fees

Date Incurred
3/9/2026

Payee
One Legal

Description
OLINV#08126308-WCTPonce 3.9.2026

Notes
Stip and Order courtesy copy fees
Stip and Order courtesy copy fees

Docs
OLINV#08126308-WCTPonce 3.9.2026.pdf

Filing Fee — $62.04

Created: 3/11/2026 at 9:25 AM

Trialworks TaskCode
Filing Fees

Date Incurred
3/9/2026

Payee
One legal

Description
OLINV#08128745-WCB2 paid 3.9.2026

Notes
Stip order filing fees
Stip order filing fees

Docs
OLINV#08128745-WCB2 paid 3.9.2026.pdf

Filing Fee — $93.15

Created: 3/11/2026 at 9:00 AM

Trialworks TaskCode
Filing Fees

Date Incurred
3/6/2026

Payee
One legal

Description
OLINV#08121423-WCB2 paid 3.6.2026

Notes
CM110 courtesy filing fees
CM110 courtesy filing fees

Docs
OLINV#08121423-WCB2 paid 3.6.2026.pdf

Filing Fee — $1,076.34

Created: 3/9/2026 at 9:31 AM

Trialworks TaskCode
Filing Fees

Date Incurred
3/6/2026

Payee
One legal

Description
OLINV#08121103-WCBPonce paid 3.6.2026

Notes
Ntc Flling fees
Ntc Flling fees

Docs
OLINV#08121103-WCBPonce paid 3.6.2026.pdf

Filing Fee — $40.30

Created: 3/26/2026 at 12:33 PM

Trialworks TaskCode
Filing Fees

Date Incurred
3/5/2026

Payee
One Legal

Description
OLINV#08115522-WCBPonce paid 3.5.2026

Notes
CMS filing fees
CMS filing fees

Docs
OLINV#08115522-WCBPonce paid 3.5.2026.pdf

Filing Fee — $93.15

Created: 3/26/2026 at 11:59 AM

Trialworks TaskCode
Filing Fees

Date Incurred
3/5/2026

Payee
One Legal

Description
OLINV#08118333-WCBPonce paid 3.5.2026

Notes
ntc courtesy filing fees
ntc courtesy filing fees

Docs
OLINV#08118333-WCBPonce paid 3.5.2026.pdf

Filing Fee — $40.30

Created: 2/23/2026 at 9:15 AM

Trialworks TaskCode
Filing Fees

Date Incurred
2/18/2026

Payee
One legal

Description
OLINV#08053304-Wcb2 paid 2.18.2026

Notes
Ntc Filing Fees
Ntc Filing Fees

Docs
OLINV#08053304-Wcb2 paid 2.18.2026.pdf

Filing Fee — $93.15

Created: 2/18/2026 at 10:01 AM

Trialworks TaskCode
Filing Fees

Date Incurred
2/17/2026

Payee
One legal

Description
OLINV#08048973-WCBerry2 paid 1.17.2026

Notes
Ntc courtesy filing fees
Ntc courtesy filing fees

Docs
OLINV#08048973-WCBerry2 paid 1.17.2026.pdf

10+

Filing Fee — $87.76

Created: 12/4/2025 at 11:07 AM

Trialworks TaskCode
Filing Fees

Date Incurred
12/4/2025

Payee
OneLegal

Description
OLINV#07800657-WCB paid 12.04.2025

Notes
Ntc CMC Filing Fees
Ntc CMC Filing Fees

Docs
OLINV#07800657-WCB paid 12.04.2025.pdf

Filing Fee — $39.17

Created: 12/4/2025 at 9:54 AM

Trialworks TaskCode
Filing Fees

Date Incurred
12/2/2025

Payee
OneLegal

Description
OLINV#07794010-WCB paid 12.02.2025

Notes
Ntc CMC Filing Fees
Ntc CMC Filing Fees

Docs
OLINV#07794010-WCB paid 12.02.2025.pdf

Filing Fee — $27.83

Created: 12/4/2025 at 9:11 AM

Trialworks TaskCode
Filing fees

Date Incurred
12/1/2025

Description
OLINV07787008-WCB paid 12.01.2025

Notes
Stip Order Filing Fees
Stip Order Filing Fees

Docs
OLINV07787008-WCB paid 12.01.2025.pdf

Filing Fee — $27.83

Created: 12/4/2025 at 9:08 AM

Trialworks TaskCode
Filing Fees

Date Incurred
12/1/2025

Payee
OneLegal

Description
OLINV#07787008-WCB paid 12.1.2025

Notes
Stip Order Filing Fees
Stip Order Filing Fees

Docs
OLINV#07787008-WCB paid 12.1.2025.pdf

Filing Fee — $87.76

Created: 12/1/2025 at 9:06 AM

Trialworks TaskCode
Filing fees

Date Incurred
11/26/2025

Payee
OneLegal

Description
OLINV#07781741-WCB paid 11.26.2025

Notes
Stip Order Courtesy Fees
Stip Order Courtesy Fees

Docs
OLINV#07781741-WCB paid 11.26.2025.pdf

Filing Fee — $87.76

Created: 11/13/2025 at 9:15 AM

Trialworks TaskCode
Filing fees

Date Incurred
11/12/2025

Payee
One Legal

Description
OLINV#07725757-WCB paid 10.12.2025

Docs
OLINV#07725757-WCB paid 10.12.2025.pdf

Filing Fee — $60.86

Created: 11/12/2025 at 9:39 AM

Trialworks TaskCode
Filing Fees

Date Incurred
11/10/2025

Payee
One Legal

Description
OLINV #07722934 WCB 2 paid 11.10.25

Notes
Stip and Order filing fees
Stip and Order filing fees

Docs
OLINV #07722934 WCB 2 paid 11.10.25.pdf

Filing Fee — $39.17

Created: 11/5/2025 at 10:43 AM

Trialworks TaskCode
Filing Fees

Date Incurred
11/4/2025

Payee
One Legal

Description
OLINV #07703087 WCB 2 paid 11.4.25

Notes
Case Management Statement filing and convenience fees
Case Management Statement filing and convenience fees

Docs
OLINV #07703087 WCB 2 paid 11.4.25.pdf

Filing Fee — $60.86

Created: 10/28/2025 at 2:39 PM

Trialworks TaskCode
Filing Fees

Date Incurred
10/28/2025

Payee
One Legal

Description
OLINV #07677728 WCB 2 paid 10.28.25

Notes
Stipulation and Order OL filing fees
Stipulation and Order OL filing fees

Docs
OLINV #07677728 WCB 2 paid 10.28.25.pdf

10+

Filing Fee — $87.76

Created: 10/28/2025 at 10:22 AM

Trialworks TaskCode
Filing Fees

Date Incurred
10/28/2025

Payee
One Legal

Description
OLINV #07676784 WCB 2 paid 10.28.25

Notes
Stipulation and Order courtesy copy and convenience fee
Stipulation and Order courtesy copy and convenience fee

Docs
OLINV #07676784 WCB 2 paid 10.28.25.pdf

Research Cost — $2,865.00

Created: 12/30/2025 at 1:58 PM

Trialworks TaskCode
Research Costs

Date Incurred
10/1/2025

Payee
MAL -PL Investigator - research

Filing Fee — $87.76

Created: 10/1/2025 at 10:23 AM

Trialworks TaskCode
Filing Fees

Date Incurred
9/18/2025

Payee
One Legal

Description
OLINV#07541530 - WCB 2 paid 9.18.25

Notes
POS courtesy copy fees
POS courtesy copy fees

Docs
OLINV#07541530 - WCB 2 paid 9.18.25.pdf

Filing Fee — $36.08

Created: 9/26/2025 at 9:23 AM

Trialworks TaskCode
Filing Fee

Date Incurred
9/17/2025

Payee
OL Filing Fee

Description
OLINV #07536069 WCBF 2 paid 9.17.25

Notes
Proof of Service filing fees
Proof of Service filing fees

Docs
OLINV #07536069 WCBF 2 paid 9.17.25.pdf

Filing Fee — $87.76

Created: 10/1/2025 at 9:58 AM

Trialworks TaskCode
Filing Fees

Date Incurred
9/16/2025

Payee
One Legal

Description
OLINV#07528798 - WCB 2 paid 9.16.25

Notes
NAR courtesy copy fees
NAR courtesy copy fees

Docs
OLINV#07528798 - WCB 2 paid 9.16.25.pdf

Filing Fee — $24.73

Created: 9/26/2025 at 9:11 AM

Trialworks TaskCode
Filing Fee

Date Incurred
9/15/2025

Payee
OL Filing Fee

Description
OLINV #07526658 WCBF 2 paid 9.15.25

Notes
NAR e-filing fees
NAR e-filing fees

Docs
OLINV #07526658 WCBF 2 paid 9.15.25.pdf

Research Cost — $225.00

Created: 12/30/2025 at 1:57 PM

Trialworks TaskCode
Research Costs

Date Incurred
9/1/2025

Payee
MAL -PL Investigator - research

Filing Fee — $25.18

Created: 9/3/2025 at 11:49 AM

Trialworks TaskCode
Filing Fees

Date Incurred
8/20/2025

Payee
One Legal

Description
OLINV #07447986 WCBF 2 paid 8.21.25

Notes
Amended Complaint filing fees
Amended Complaint filing fees

Docs
OLINV #07447986 WCBF 2 paid 8.21.25.pdf

Filing Fee — $87.76

Created: 9/3/2025 at 10:30 AM

Trialworks TaskCode
Filing Fees

Date Incurred
8/20/2025

Payee
One Legal

Description
OLINV #07439617 WCBF 2 paid 8.20.25

Notes
Amended Complaint - Claim Amount Unchanged (No Fee),Summons courtesy copy and convenience fees
Amended Complaint - Claim Amount Unchanged (No Fee),Summons courtesy copy and convenience fees

Docs
OLINV #07439617 WCBF 2 paid 8.20.25.pdf

Filing Fee — $87.76

Created: 8/15/2025 at 3:32 PM

Trialworks TaskCode
filing fee

Date Incurred
8/15/2025

Payee
One Legal

Description
OLINV#07427179 - WCB 2 paid 8.15.25

Notes
Amended Complaint courtesy copy fees
Amended Complaint courtesy copy fees

Docs
OLINV#07427179 - WCB 2 paid 8.15.25.pdf

Filing Fee — $17.50

Created: 8/15/2025 at 12:08 PM

Trialworks TaskCode
filing fee

Date Incurred
8/15/2025

Payee
One Legal

Description
OLINV#07426196 - WCB 2 paid 8.15.25

Notes
Amended Complaint, summons filing fees
Amended Complaint, summons filing fees

Docs
OLINV#07426196 - WCB 2 paid 8.15.25.pdf

Photocopying Cost — $0.90

Created: 8/12/2025 at 2:35 PM

Trialworks TaskCode
copies

Date Incurred
8/12/2025

Payee
Paper Cut

Notes
Copy of amended paga ltr to mail to def
Copy of amended paga ltr to mail to def

Postage Cost — $10.73

Created: 8/12/2025 at 2:35 PM

Trialworks TaskCode
Postage Cost

Date Incurred
8/12/2025

Notes
amended paga ltr to def via cert mailing
amended paga ltr to def via cert mailing

Filing Fee — $183.16

Created: 8/15/2025 at 3:20 PM

Trialworks TaskCode
filing fee

Date Incurred
8/4/2025

Payee
One Legal

Description
OLINV#07381514 - WCB 2 paid 8.4.25

Notes
Jury Deposit Ntc filing fees
Jury Deposit Ntc filing fees

Docs
OLINV#07381514 - WCB 2 paid 8.4.25.pdf

Filing Fee — $87.76

Created: 8/15/2025 at 3:18 PM

Trialworks TaskCode
filing fee

Date Incurred
8/4/2025

Payee
One Legal

Description
OLINV#07383905 - WCB 2 paid 8.4.25

Notes
Jury Deposit Ntc courtesy copy fees
Jury Deposit Ntc courtesy copy fees

Docs
OLINV#07383905 - WCB 2 paid 8.4.25.pdf

Postage Cost — $0.74

Created: 8/1/2025 at 3:36 PM

Trialworks TaskCode
Postage Cost

Date Incurred
8/1/2025

Payee
Postage Cost

Description
Notice of Posting Jury Fees

Photocopying Cost — $0.30

Created: 8/1/2025 at 3:35 PM

Trialworks TaskCode
Copies

Date Incurred
8/1/2025

Payee
PaperCut

Description
Notice of Posting Jury Fees

Filing Fee — $87.75

Created: 8/18/2025 at 2:01 PM

Trialworks TaskCode
filing fee

Date Incurred
7/29/2025

Payee
One Legal

Description
OLINV#07361816 - WCB 2 paid 7.29.25

Notes
Ntc courtesy copy fees
Ntc courtesy copy fees

Docs
OLINV#07361816 - WCB 2 paid 7.29.25.pdf

Filing Fee — $27.25

Created: 8/18/2025 at 2:06 PM

Trialworks TaskCode
filing fee

Date Incurred
7/28/2025

Payee
One Legal

Description
OLINV#07356375 - WCB 2 paid 7.28.25

Notes
Ntc filing fees
Ntc filing fees

Docs
OLINV#07356375 - WCB 2 paid 7.28.25_.pdf

Photocopying Cost — $0.50

Created: 7/25/2025 at 6:14 PM

Trialworks TaskCode
copies

Date Incurred
7/25/2025

Payee
Paper Cut

Notes
copy of PI ntc of CMC and case assignment to mail to Def (perez)
copy of PI ntc of CMC and case assignment to mail to Def (perez)

Postage Cost — $0.74

Created: 7/25/2025 at 6:14 PM

Trialworks TaskCode
Postage Cost

Date Incurred
7/25/2025

Notes
PI ntc of CMC and case assignment to Def via regular mail (Perez)
PI ntc of CMC and case assignment to Def via regular mail (Perez)

Filing Fee — $475.35

Created: 8/29/2025 at 9:41 AM

Trialworks TaskCode
filing fee

Date Incurred
7/21/2025

Payee
One Legal

Description
OLINV#07336028 - WCB 2 paid 7.21.25

Notes
Complaint filing fees
Complaint filing fees

Docs
OLINV#07336028 - WCB 2 paid 7.21.25.pdf

Filing Fee — $17.50

Created: 9/26/2025 at 12:47 PM

Trialworks TaskCode
Filing Fees

Date Incurred
6/9/2025

Payee
One Legal

Description
OLINV#07194916 - WCB 2 paid 6.9.25

Notes
Complaint filing fees
Complaint filing fees

Docs
OLINV#07194916 - WCB 2 paid 6.9.25.pdf

Research Cost — $420.00

Created: 12/30/2025 at 1:57 PM

Trialworks TaskCode
Research Costs

Date Incurred
6/2/2025

Payee
MAL -PL Investigator - research

Filing Fee — $61.95

Created: 6/4/2025 at 11:24 PM

Trialworks TaskCode
filing fee

Date Incurred
5/28/2025

Payee
One Legal

Description
OLINV#07156638 - WCB 2 paid 5.28.25

Notes
Dec courtesy copy fees
Dec courtesy copy fees

Docs
OLINV#07156638 - WCB 2 paid 5.28.25.pdf

Filing Fee — $51.32

Created: 6/4/2025 at 11:00 PM

Trialworks TaskCode
filing fee

Date Incurred
5/28/2025

Payee
One Legal

Description
OLINV#07154603 - WCB 2 paid 5.28.25

Notes
Declaration filing fees
Declaration filing fees

Docs
OLINV#07154603 - WCB 2 paid 5.28.25.pdf

Filing Fee — $61.95

Created: 5/27/2025 at 2:59 PM

Trialworks TaskCode
filing fee

Date Incurred
5/27/2025

Payee
One Legal

Description
OLINV#07146295 WCB2 5.23.25

Notes
Dec and proposed order courtesy copy fees
Dec and proposed order courtesy copy fees

Docs
OLINV#07146295 WCB2 5.23.25.pdf

Filing Fee — $25.76

Created: 5/27/2025 at 2:32 PM

Trialworks TaskCode
filing fee

Date Incurred
5/23/2025

Payee
One Legal

Description
OLINV#07144567 WCB2 5.23.25

Notes
Dec and proposed order filing fees
Dec and proposed order filing fees

Docs
OLINV#07144567 WCB2 5.23.25.pdf

Research Cost — $150.00

Created: 12/30/2025 at 1:56 PM

Trialworks TaskCode
Research Costs

Date Incurred
5/1/2025

Payee
MAL -PL Investigator - research

Filing Fee — $61.9

Created: 5/2/2025 at 9:52 AM

Trialworks TaskCode
filing fee

Date Incurred
5/1/2025

Payee
One Legal

Description
OLINV#07067491 WCB2 5.1.25

Notes
summons courtesy copy fees
summons courtesy copy fees

Docs
OLINV#07067491 WCB2 5.1.25.pdf

Filing Fee — $21.37

Created: 4/30/2025 at 4:25 PM

Trialworks TaskCode
filing fee

Date Incurred
4/30/2025

Payee
One Legal

Description
OLINV#07063371 WCB2 4.30.25

Notes
Summons on FAC filing fees
Summons on FAC filing fees

Docs
OLINV#07063371 WCB2 4.30.25.pdf

Filing Fee — $61.95

Created: 4/30/2025 at 4:23 PM

Trialworks TaskCode
filing fee

Date Incurred
4/30/2025

Payee
One Legal

Description
OLINV#07063166 WCB2 4.30.25

Notes
Amended complaint courtesy copy fees
Amended complaint courtesy copy fees

Docs
OLINV#07063166 WCB2 4.30.25.pdf

Filing Fee — $21.36

Created: 4/30/2025 at 3:44 PM

Trialworks TaskCode
filing fee

Date Incurred
4/30/2025

Payee
One Legal

Description
OLINV#07060305 WCB2 4.30.25

Notes
Amended Complaint filing fees
Amended Complaint filing fees

Docs
OLINV#07060305 WCB2 4.30.25.pdf

Process Server Fee — $162.97

Created: 3/3/2025 at 12:18 PM

Trialworks TaskCode
Process Server Fee

Date Incurred
3/7/2025

Payee
On-Call

Description
OCINV#452605 - WCB

Notes
Service of Process fees re PS of S&C on Def
Service of Process fees re PS of S&C on Def

Docs
OCINV#452605 - WCB 2 paid 3.7.25.pdf
On-Call INV#452605 - WCB.pdf

Filing Fee — $61.95

Created: 2/24/2025 at 10:39 AM

Trialworks TaskCode
filing fee

Date Incurred
2/21/2025

Payee
One Legal

Description
OLINV#06830866 WCB2 2.21.25

Notes
Notice courtesy copy fee
Notice courtesy copy fee

Docs
OLINV#06830866 WCB2 2.21.25.pdf

Filing Fee — $23.44

Created: 2/24/2025 at 10:25 AM

Trialworks TaskCode
filing fee

Date Incurred
2/21/2025

Payee
One Legal

Description
OLINV#06830842 WCB2 2.21.25

Notes
Notice filing fees
Notice filing fees

Docs
OLINV#06830842 WCB2 2.21.25.pdf

Postage Cost — $0.97

Created: 2/21/2025 at 9:56 AM

Trialworks TaskCode
Postage Cost

Date Incurred
2/21/2025

Description
Notice of Contd CMC and Case Assignment

Photocopying Cost — $1.00

Created: 2/21/2025 at 9:55 AM

Trialworks TaskCode
Copies

Date Incurred
2/21/2025

Payee
PaperCut

Description
Ntc of Contd CMC and Case Assignment

Filing Fee — $21.37

Created: 2/20/2025 at 8:05 AM

Trialworks TaskCode
filing fee

Date Incurred
2/19/2025

Payee
One Legal

Description
OLINV#06818835 WCB2 2.19.25

Notes
Summons and CCCS filing fee
Summons and CCCS filing fee

Docs
OLINV#06818835 WCB2 2.19.25.pdf

Filing Fee — $1,504.04

Created: 2/14/2025 at 6:13 PM

Trialworks TaskCode
filing fee

Date Incurred
2/14/2025

Payee
One Legal

Description
OLINV#06808982 WCB2 2.14.25

Notes
Complaint-Complex, Summons, CCCS filing
Complaint-Complex, Summons, CCCS filing

Docs
OLINV#06808982 WCB2 2.14.25.pdf

Photocopying Cost — $0.10

Created: 2/13/2025 at 9:28 AM

Trialworks TaskCode
copies

Date Incurred
2/13/2025

Payee
Paper Cut

Notes
Copy of PI Itzel Solano Emiliano PAGA Withdrawal Ntc to mail to Def
Copy of PI Itzel Solano Emiliano PAGA Withdrawal Ntc to mail to Def

Postage Cost — $9.64

Created: 2/13/2025 at 9:27 AM

Trialworks TaskCode
Postage Cost

Date Incurred
2/13/2025

Notes
PI Itzel Solano Emiliano PAGA Withdrawal Ntc to Def via cert mailing
PI Itzel Solano Emiliano PAGA Withdrawal Ntc to Def via cert mailing

Photocopying Cost — $1.20

Created: 2/6/2025 at 2:53 PM

Trialworks TaskCode
copies

Date Incurred
2/6/2025

Payee
Paper Cut

Notes
Copy of PAGA Letter to mail to Def
Copy of PAGA Letter to mail to Def

Postage Cost — $10.20

Created: 2/6/2025 at 2:53 PM

Trialworks TaskCode
Postage Cost

Date Incurred
2/6/2025

Notes
PAGA Letter to Def via cert mailing
PAGA Letter to Def via cert mailing

Filing Fee — $75.00

Created: 2/6/2025 at 2:19 PM

Trialworks TaskCode
costs

Payee
LWDA

Description
State of California - Department of Industrial Relations Customer

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

(Proof of Submission to Labor &
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 October 26, 2026, 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:

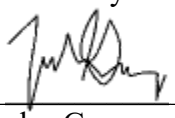
VENTURA COUNTY ASSOCIATION Robert P. Roy Rob-vcaa@pacbell.net Michael P. Roy Mike-vcaa@pacbell.net 916 W. Ventura Blvd. Camarillo, California 93010 **LIGHTGABLER LLP** Michael H. Brody mbrody@lightgablerlaw.com Kathleen M. Fellows kfellows@lightgablerlaw.com Jason Edlinger jedlinger@lightgablerlaw.com 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010	**MARTINEZ AGUILASOCHO LAW, INC.** Edgar Aguilasocho Mario Martinez eaguilasocho@farmworkerlaw.com mmartinez@farmworkerlaw.com info@farmworkerlaw.com P.O. Box 1998 Bakersfield, CA 93303

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

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

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

Executed on October 26, 2026, at West Hollywood, California.



Taylor Gregg