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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CARLOS BARRAZA, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

ALTA NEWPORT HOSPITAL, LLC DBA
FOOTHILL REGIONAL MEDICAL
CENTER; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 30-2023-01304199-CU-OE-CXC

[Case Assigned for All Purposes to Hon. Lon
Hurwitz in Dept. CX-103]

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

Date: February 28, 2025

Time: 1:30 P.M.

Dept.: CX-103

Complaint Filed:	January 26, 2023
FAC Filed:	April 3, 2023
SAC Filed:	September 16, 2024
Trial Date:	None Set

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I, Kelsey M. Szamet, declare as follows:

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

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

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

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. Defendant Alta Newport Hospital, LLC dba Foothill Regional Medical Center (hereafter referred to as “Defendant”) is a fully accredited acute care hospital. Plaintiff worked for Defendant as a non-exempt employee. Plaintiff worked for Defendant as a Registered Nurse employee from approximately November 10, 2015 to October 21, 2024, during which he went on a leave of absence starting on March 4, 2021 until the end of his employment.

6. On January 26, 2023, in compliance with Labor Code § 2699.3(a)(1), Plaintiff gave written notice by online filing to the LWDA, setting forth the facts and theories of the violations alleged against Defendant, paid the filing fee, and received an e-filing confirmation.

7. Plaintiff also mailed notice to Defendant by certified mailing, return receipt requested, to the address listed on the California's Secretary of State's website as the entity address for Defendant ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL MEDICAL

1 CENTER.

2 8. On January 26, 2023, Plaintiff Carlos Barraza filed a lawsuit *Carlos Barraza v. Alta*
3 *Newport Hospital, LLC dba Foothill Regional Medical Center*") as a proposed class action complaint
4 in the Orange County Superior Court on behalf of himself and all others similarly situated, alleging
5 causes of action for: (1) failure to provide meal breaks pursuant to Labor Code sections 226.7 and
6 512; (2) failure to provide rest breaks pursuant to Labor Code section 226.7; (3) violation of Labor
7 Code section 226(a); (4) failure to provide employment records pursuant to Labor Code section 226
8 and 1198.5; (5) penalties under Labor Code sections 201-203; and (6) violation of Business &
9 Professions Code section 17200.

10 9. On April 3, 2023, Plaintiff Carlos Barraza filed a First Amended Class and
11 Representative Complaint adding an additional cause of action for penalties pursuant to Labor Code
12 § 2699, et seq., the Private Attorneys General Act ("PAGA") based on the underlying Labor Code
13 violations already pled (the "PAGA Claim").

14 10. On August 7, 2023, the Parties agreed to dismiss Plaintiff's class action claims in
15 light of a signed arbitration agreement.

16 11. On June 11, 2024, the Parties participated in a mediation before Brandon McKelvey,
17 Esq. of M Resolution. The Parties were able to reach a settlement at the Mediation, after several
18 rounds of ongoing discussions and negotiation aided by Mr. McKelvey.

19 12. On July 11, 2024, Plaintiff submitted an amended notice letter to the LWDA and
20 Defendant ("Amended PAGA Notice"), adding additional factual allegations raised at mediation and
21 setting forth the alleged additional underlying violations of Labor Code §§ 201, 202, 203, 204,
22 210, 221, 223, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12,
23 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2800, 2802, and 2810.5, and the applicable IWC
24 Wage Orders.

25 13. Shortly thereafter, the Parties formalized the PAGA Settlement Agreement.

26 14. The Parties have not engaged in formal discovery to date.

27 15. In preparation for and confirmed after mediation, Plaintiff learned that the number of
28 Aggrieved Employees is no more than 734 (including Plaintiff) and a maximum of 24,500 pay

1 periods at issue during the PAGA period. The Parties have agreed that the relevant PAGA period is
2 January 26, 2022, through September 21, 2024.

3 16. As such, Parties engaged in good faith, arms-length negotiations with Defendant
4 concerning possible resolution of the claims asserted in the Litigation. The Parties were able to reach
5 a tentative settlement subject to finalization of a formal PAGA Settlement Agreement and the
6 approval of the Court.

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

9 18. Although Defendant denies that it violated any pertinent law, it recognized the risks
10 and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to
11 finalization of a formal PAGA Settlement Agreement and the approval of the Court.

12 **THE SETTLEMENT**

13 19. Defendant will pay the total sum of \$359,679.00 in full and final settlement of the
14 PAGA claims alleged.

15 20. Per the Settlement, the amount is allocated as follows:.

16 Gross Settlement Amount:	\$359,679.00
17 PAGA Counsel Fees Payment:	\$119,893.00
18 PAGA Counsel Litigation Expenses Payment:	\$15,000.00
19 Administrator Expenses Payment:	\$7,000.00
20 Plaintiff Enhancement:	\$5,000.00
21 PAGA Penalties:	\$212,603.57 <i>\$159,589.50 (75%) to the LWDA; \$53,196.50 (25%) to be distributed to the aggrieved employees)</i>

22 21. Each aggrieved employee shall receive a pro-rata portion of the remaining amount
23 in PAGA penalties based by dividing the amount of the PAGA Employees' 25% share of PAGA
24 Penalties (\$53,650.89) by the total number of PAGA Period Pay Periods worked by all PAGA
25 Employees during the PAGA Period, and (b) multiplying the result by each PAGA Employee's
26 PAGA Period Pay Periods.

27 22. For settlement purposes, the aggrieved employees are defined as: "all non-exempt
28 employees who worked at Alta Newport at any time during the PAGA Period" ("PAGA

Employees”).

23. A part of the Settlement, the Parties agreed that the PAGA period is January 26, 2022, through to September 21, 2024.

24. Defendant’s expert analyzed PAGA Employees’ actual time and pay data to determine that there are 24,500 pay periods during the PAGA Period.

RISKS AND EVALUATION OF THE SETTLEMENT

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

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

27. 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.”

28. 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)).

29. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a potentially persuasive argument that: (1) the PAGA Employees were properly paid and/or reimbursed in accordance with Defendant’s lawful policies and practices, and that any alleged failure to compensate the PAGA Employees was the result of inadvertence or clerical error; (2) the PAGA Employees were provided with the opportunity to take meal and rest breaks in compliance with California law; (3) until this Action was filed, no employees had complaints about any alleged failure to pay wages, provide meal and/or 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 Plaintiff’s allegations.

1 30. All of which, Counsel for Defendant would argue, should mitigate in factor of
2 significantly reducing or waiving any PAGA penalties. While Plaintiff disagrees that this analysis is
3 legal correct or persuasive, PAGA Counsel had to consider the foregoing facts and arguments and
4 how they might impact any judgment ultimately awarded to PAGA Employees if the Court were
5 persuaded by them.

6 **The Risks Associated with the Wages/Overtime Claim**

7 31. Here, Plaintiff alleges that he and the PAGA Employees were not properly
8 compensated for all hours worked. Specifically, Plaintiff alleges that Defendant had a consistent
9 policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff
10 alleges he and all aggrieved employees were forced to work on a regular and consistent basis without
11 receiving compensation for all hours worked at the proper rate, including performing work before
12 scheduled shifts or after scheduled shifts without compensation for this time, such as responding to
13 work-related inquiries.

14 32. Plaintiff further alleges that Defendant has had a consistent policy of requiring
15 Plaintiff and PAGA Employees to report to work but failing to furnish them with work constituting
16 half of their usual shift. Plaintiff alleges Defendant failed to pay Plaintiff and PAGA Employees half
17 the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4)
18 hours at the employee's regular rate of pay for workdays in which Plaintiff and PAGA Employees
19 reported to work and were furnished less than half the usual or scheduled days work. Plaintiff alleges
20 Defendant failed to pay Plaintiff and the aggrieved employees for two (2) hours at the employee's
21 regular rate of pay on days in which Plaintiff and the aggrieved employees were required to report
22 for work a second time in one workday and were furnished less than two (2) hours of work upon the
23 second reporting. As such, Plaintiff alleges that Defendant failed to pay reporting time pay in
24 violation of California law.

25 33. Plaintiff also alleges that he and PAGA Employees earned nondiscretionary
26 remuneration, including, but not limited to, shift and other differentials, nondiscretionary bonuses,
27 and performance pay. However, Plaintiff alleges Defendant, on occasion, failed to include such
28 nondiscretionary remuneration in the regular rate calculation, thereby allegedly underpaying Plaintiff

1 and PAGA Employees when they worked overtime or double-time.

2 34. However, at mediation, Defendant argued that it paid Plaintiff and PAGA Employees
3 for all hours worked. Defendant further contends that its written policies are facially compliant and
4 are properly enforced, including the calculation of an employee's regular rate and the accurate
5 recording of hours worked. Defendant also maintains, that at all relevant times, it kept written
6 policies that prohibited Plaintiff and PAGA Employees from performing any compensable activities
7 off the clock.

8 35. Furthermore, Defendant would argue that Plaintiff's theories of liability would each
9 be extremely difficult to prove on a representative basis. Defendant would argue that the time records
10 cannot substantiate this claim on a representative basis because this practice could be due to one or
11 two rogue managers, and that this case would devolve into a series of mini-trials wherein Defendant
12 would have the right to question each and every allegedly Aggrieved Employees as to whether they
13 contended that they worked any unpaid time and, if so, why they contend the time was not properly
14 paid.

15 36. While Plaintiff disagrees that these arguments are legally correct or persuasive,
16 Plaintiff acknowledges this risk. As such, PAGA Counsel determined that in light of these risks, the
17 settlement reached is both fair and reasonable.

18 **The Risks Associated with the Meal Period Claim**

19 37. Here, Plaintiff alleges that he and PAGA Employees were regularly denied lawful
20 first and second meal periods. Specifically, Plaintiff contends that he was never able to take second
21 meal periods and regularly worked over 10 hours per shift. Plaintiff also contend that Defendant had
22 a consistent policy of: (1) requiring Plaintiff and PAGA Employees to take short meal breaks; (2)
23 requiring Plaintiff and PAGA Employees to take late meal breaks that occurred after the first five
24 hours of each shift; (3) failing to provide meal periods entirely on some shifts; (4) requiring Plaintiff
25 and PAGA Employees, on occasion, to perform work during their off duty meal periods; (5)
26 requiring Plaintiff and PAGA Employees to work shifts over ten (10) hours without providing a
27 second meal period of thirty minutes in length altogether; and (6) failing to pay such employees one
28 (1) hour of pay at the employees regular rate of compensation for each workday that a meal period

1 was not provided within the first (5) hours of the shift, was short, or was not provided at all. Plaintiff
2 also alleges that Defendant also required aggrieved employees to stay on work premises during meal
3 periods.

4 38. Here, Plaintiff contends when meal premiums were paid, Defendant paid meal period
5 premiums at the base rate and not the appropriate blended rate in violation of Labor Code §§ 226.7
6 and 512. Plaintiff further contends that Defendant, on occasion, failed to include nondiscretionary
7 remuneration, including, but not limited to, shift and other differentials, in the regular rate
8 calculation, thereby underpaying Plaintiff and other aggrieved employees when they were paid meal
9 period premiums.

10 39. However, Defendant would argue that under the applicable Wage Order, a health
11 care employee can waive either their first or their second meal period and Defendant allowed Patient
12 Care employees to waive their second meal periods for shifts greater than 10 hours such that if
13 Plaintiff and PAGA Employees did not take a second meal period, it was by their own volition as
14 could be confirmed by end-of-shift attestations. Again, Plaintiff anticipates Defendant would argue
15 that it would be entitled to inquire of each and every PAGA Employee whether his/her meal periods
16 were provided and, if not, why not. Plaintiff expects Defendant to maintain that this type of inquiry
17 would foreclose Plaintiff's ability to pursue the meal period claims on a representative basis. Plaintiff
18 had to acknowledge that there are certainly some risks associated with the meal period claim and did
19 consider them when evaluating this settlement.

20 **The Risks Associated with the Rest Period Claim**

21 40. Here, Plaintiff contends that he was never able to take compliant first, second or third
22 rest breaks because the hospital was not staffed well enough to provide rest break coverage.

23 41. Plaintiff also alleges Defendant failed to maintain an accurate policy informing
24 Plaintiff and the Aggrieved Employees of their rights with respect to rest periods. Plaintiff further
25 alleges Defendant failed to provide Plaintiff and the Aggrieved Employees with rest breaks of not
26 less than ten (10) minutes per four (4) hour work period as required by the Labor Code during the
27 relevant time period.

28 42. In addition, Plaintiff alleges that Defendant maintains an unlawful policy of requiring

1 Plaintiffs and PAGA Employees to remain on the premises during rest periods in violation of
2 *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where
3 an employee can take a break does not “relinquish control over how employees spend their time”).
4 As such, Plaintiff allege that Defendant failed to provide Plaintiff and PAGA Employees with
5 compliant rest periods, and also failed to compensate them with one (1) hour of wages for each
6 compliant rest period as required by Labor Code § 226.7.

7 43. However, Defendant again raised the defense that employees did actually receive
8 their rest breaks.

9 44. Defendant would likely present evidence at trial regarding end-of-shift attestations
10 and from other employees and argue that other employees would testify as such. Defendant
11 informally produced a sample of attestation records, showing that it took reasonable measures to
12 ensure that its employees were receiving proper breaks.

13 45. Given that the rest period policy was facially valid, Plaintiff considered this a viable
14 risk.

15 46. Defendant also argued that Plaintiffs’ rest period claim cannot readily be proven as
16 to all PAGA Employees because California law does not require employees to record rest periods.
17 Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, taking into consideration
18 end-of-shift attestations, Defendant would have argued that there was simply no way to know (1)
19 whether a break was taken on any given day; and (2) if not, why not. For each instance where an
20 employee contends that she did not take a 10-minute rest period by the end of the fourth hour of
21 work, the trier of fact would still have to determine why that particular employee had less than their
22 full allotment of rest time. Defendant accordingly would have argued that rest break claims are
23 inherently individualized in nature because employers only need to “authorize and permit” breaks;
24 they need not ensure that rest breaks are taken. As such, Plaintiffs had to acknowledge that it could
25 potentially be easy for Defendant to defeat this claim if it was able to gather testimonial evidence
26 from aggrieved employees indicating that they were provided the opportunity to take all required
27 rest breaks each day and if the end-of-shift attestation evidence were presented.

28 47. Though Plaintiff does not believe this was the case, Plaintiff must acknowledge it

1 poses serious risks as to establishing liability. Just as with meal periods, there is risk as to both sides
2 as to what declarations and depositions of aggrieved employees might reveal.

3 **The Risks Associated with the Reimbursement Claim**

4 48. Plaintiff alleges that Defendant failed to reimburse Plaintiff and PAGA Employees
5 for the cost of using their personal cell phones for business related purposes, the purchasing and
6 maintenance of supplies, and COVID-related expenses. In particular, Plaintiff alleges that Defendant
7 required that Plaintiff and PAGA Employees be available by cell phone and answer/use their cell
8 phones while working and this was necessary to perform their job duties. Plaintiff also alleges these
9 cell phones and vehicles were not provided by Defendant, and Defendant failed to reimburse Plaintiff
10 and the PAGA Employees for the costs associated with using these personal cell phones for business
11 related purposes. Plaintiff alleges Defendant also required Plaintiff and PAGA Employees to travel
12 between job sites to perform work tasks. Plaintiff alleges that because Defendant did not provide
13 transportation to workers so that they could travel from job sites to job sites in the middle of their
14 shifts, Plaintiff and PAGA Employees used their own vehicles to travel from job site to job site.
15 Plaintiff further alleges Defendant did not reimburse Plaintiff and PAGA Employees for their vehicle
16 use for travel between Defendant's job sites during the course of a work shift, in violation of
17 California law.

18 The main risk that Plaintiff considered was the fact that not all PAGA Employees used their
19 cell phones and vehicles for every pay period. Defendant contends that it does not require PAGA
20 Employees to use personal cell phones at work. Therefore, even if Plaintiff could establish liability,
21 Plaintiff had to consider that the violations under Labor Code § 2802 may have been relatively low
22 as they were not triggered for every pay period. Plaintiff also anticipated that Defendant could
23 argue primarily that it provided all necessary supplies and equipment, but to the extent it did not,
24 any exposure was limited to a very small group of PAGA Employees for a short window of time
25 who may have chosen to use their personal cellphones for work-related purposes out of
26 convenience. If Defendant were able to establish such, there could be no recovery at all for this
27 claim.

28 49. Based on these risks, Plaintiff determined that discounting this claim for settlement

1 purposes was fair and reasonable.

2 **The Risks Associated with the Wage Statement Claims**

3 50. Here, Plaintiff alleges that Defendant furnishes Plaintiff and the PAGA Employees
4 with itemized wage statements that do not accurately show total hours worked.

5 51. Plaintiff alleges Defendant furnishes Plaintiff and the PAGA Employees with
6 itemized wage statements that do not accurately show all applicable hourly rates in effect during the
7 pay period and the corresponding number of hours worked at each hourly rate because Plaintiff and
8 the PAGA Employees performed work while off the clock and during meal and rest periods. Plaintiff
9 alleges the work performed off the clock was not recorded and thus was not reflected in the PAGA
10 Employees' wages and wage statements.

11 52. Further, Plaintiff alleges that he and PAGA Employees were issued wage statements
12 that do not include accurate meal and rest premiums as a result of the claims alleged above. Plaintiff
13 alleges Defendant's failure to provide accurate itemized wages statements according to Labor Code
14 § 226(a) was all done on a regular and consistent basis.

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

17 **The Risks Associated with the Payroll Records Claim**

18 54. Here, Plaintiff alleges that Defendant failed to maintain accurate records for Plaintiff
19 and PAGA Employees as required by Labor Code §§ 1174, 1174.5, and 1175.

20 55. Plaintiff alleges Defendant failed to maintain accurate payroll records that maintain
21 the actual daily hours worked and the wages paid for Plaintiff and PAGA Employees, including
22 earned and unpaid minimum, overtime, and premium wages as discussed above. However, the main
23 risk taken into account is payroll records claims, like wage statement claims, are vulnerable to an
24 argument that PAGA Employees did not suffer any harm. Defendants commonly argue that, without
25 more, these are nothing but technical violations for which a court should award a dramatically
26 reduced civil penalty, if anything at all.

27 **The Risks Associated with the Sick Leave Claims**

28 56. Here, Plaintiff alleges that Defendant failed to set forth the amount of sick leave

1 available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage
2 statements described in Section 226 that it issues to Plaintiff and PAGA employees. Plaintiff also
3 alleges that Defendant also underpaid sick pay wages by failing to pay such wages at the regular rate
4 of pay in violation of Cal. Lab. Code Section 246. Specifically, Plaintiff and other non-exempt
5 employees earn nondiscretionary remuneration. Plaintiff alleges that rather than pay sick pay at the
6 regular rate of pay, Defendant underpaid sick pay to Plaintiff and PAGA Employees at their base
7 rates of pay. However, Plaintiff alleges when sick pay was paid, it was paid at the base rate of pay
8 for Plaintiff and PAGA Employees, as opposed to the correct, higher regular rate of pay, as required
9 under Cal. Lab. Code Section 246

10 57. As this is a derivative claim, the same risks present for the wage statement and failure
11 to blend allegations were also present for this claim.

12 **The Risks Associated with the Wage Deduction Claim**

13 58. Plaintiff alleges that Defendant maintains a consistent policy of unlawfully deducting
14 wages from Plaintiff and all aggrieved employees in violation of Labor Code § 221. By making these
15 unauthorized deductions from Plaintiff and all aggrieved employees' earned wages, Plaintiff
16 contends that he and all aggrieved employees were paid less than the applicable minimum wage
17 required under California law.

18 **The Risks Associated with the Lower Wage Scale Claim**

19 59. Plaintiff alleges that Defendant violated Labor Code § 223 maintaining wages lower
20 than the lawful wage scale according to California law.

21 **The Risks Associated with the Rest Day Claim**

22 60. Here, Plaintiff alleges that Defendant failed to provide Plaintiff and PAGA
23 Employees with one (1) day of rest in seven (7), as Plaintiff and PAGA Employees worked seven
24 days a week on a regular and consistent basis with no day off.

25 **The Risks Associated with the Written Notice Claim**

26 61. Here, Plaintiff contends that Defendant failed to provide Plaintiff and PAGA
27 Employees notice of material terms of employment in violation of Labor Code § 2810.5.

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1 **The Risks Associated with the Waiting Time Penalties Claim**

2 62. Plaintiff alleges Defendant failed to pay all wages owed and due upon their
3 termination and/or resignation.

4 63. Plaintiff factored in the risk of establishing that any violation was “willful” and the
5 fact that this claim is derivative.

6 64. In light of all these significant risks and given that PAGA gives the Court broad
7 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
8 Settlement Amount of \$359,679.00 was fair and reasonable.

9 65. However, the main risk taken into account with PAGA is the discretionary nature of
10 the penalty award.

11 **ATTORNEY COMPETENCE**

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

- 18 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
19 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
20 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 21 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
22 December 2005, Honorable Rita Miller granted final approval of Settlement in the
23 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 24 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
25 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
26 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 27 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
28 2008, the Honorable Mary Thornton House granted final approval of Settlement

1 in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request
2 of 33 1/3%.

3 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
4 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
5 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
6 33.3%.

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

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

15 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
16 2014, the Honorable William F. Highberger granted final approval of Settlement
17 in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request
18 of 33.33%.

19 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
20 00705 AWIJLT). This certified class action was approved for final settlement by
21 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
22 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

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

27 k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March
28 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P.

Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.)

In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

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

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

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

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

67. Kingsley Szamet & Ly filed its first class certification motion in the year 2000 and since that time has been appointed PAGA Counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley Szamet & Ly has moved for class certification in 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 & Ly as PAGA Counsel).
- c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley Szamet & Ly as PAGA Counsel).
- d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley Szamet & Ly as PAGA Counsel).
- e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.
- f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.
- g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.
- h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

68. 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.

69. 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

70. As detailed fully in the Settlement, the settlement provides for Defendant to create a Gross Settlement Amount of \$359,679.00.) From that fund, Plaintiff requests an award of attorneys' fees for PAGA Counsel in the amount of \$119,893.00, or 33.33% of the Gross Settlement Amount,

1 and \$15,000 in reimbursement for litigation costs.

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

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

22 73. There are always risks attendant to billing cases on a contingency basis. Those
23 risks are even higher in the current economic climate. Kingsley Szamet & Ly bills the vast
24 majority of its cases on contingency, and has been affected by recent bankruptcy filings. In three
25 separate cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange
26 Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797
27 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy
28 protection in June 2011 and January 2015 after years of litigation. My firm advanced costs and

1 incurred thousands of dollars in fees that will never be recovered.

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

8 75. When PAGA Counsel's motions for class certification are denied, PAGA Counsel
9 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
10 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
11 App. 2012)) and other times PAGA Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
12 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

- 20 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
21 pharmaceutical sales representatives are exempt employees affirmed);
22 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)
23 (lower court ruling in employer's favor that certain employees can share in
24 mandatory tip pool affirmed);
25 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
26 ruling in employer's favor that certain employees can share in mandatory tip pool
27 affirmed);
28 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in

- 1 employer's favor approving employer's commission pay plan affirmed) ;
- 2 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
- 3 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
- 4 employees affirmed);
- 5 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court
- 6 ruling that pharmaceutical sales representatives are exempt employees affirmed);
- 7 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
- 8 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
- 9 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
- 10 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
- 11 Supreme Court affirmed lower court);
- 12 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
- 13 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
- 14 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
- 15 arbitration affirmed);
- 16 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
- 17 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
- 18 affirmed);
- 19 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
- 20 in part and affirming in part trial courts order compelling arbitration);
- 21 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
- 22 summary judgement in favor of employer on wage statement claim);
- 23 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
- 24 2018) (affirming judgement for employees after bench trial);
- 25 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
- 26 before the California Supreme Court on January 6, 2020 and a decision was
- 27 published in March 2020.
- 28 77. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense

1 firms are able to bill their clients for time spent on a case. As verified by a survey conducted by
2 the National Law Journal nearly a decade ago, six California firms provided their hourly billing
3 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
4 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are
5 located in Orange County, Los Angeles County, San Francisco County, and San Diego County.
6 This survey is attached hereto as Exhibit 2.

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

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

13 79. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
14 PAGA Counsel have an aggregate lodestar in the amount of \$66,840.00 which represents 82. hours
15 of attorney work on this litigation from its inception through the date of this filing of Plaintiff's
16 instant Motion, and 10 future hours.

17 80. As such, PAGA Counsel is asking for a lodestar multiplier of 1.79.

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

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

23 83. As discussed above, PAGA Counsel are skilled wage and hour practitioners with
24 decades of experience who diligently prepared and litigated this matter.

25 84. To achieve the ultimate result in this case, PAGA Counsel had to incur substantial
26 risk and expense, and were precluded from taking other fee generating employment for 82.2 hours
27 of attorney time.

28 85. This matter had been handled purely on a contingency fee basis and PAGA Counsel

1 has advanced many thousands of dollars in costs while deferring all payment of fees, with no
2 guarantee that any of the fees incurred or costs advanced would ever be recovered and diverting
3 significant firm resources to prosecution of this matter.

4 86. PAGA Counsel believe this is an exceptional result that has been well received by
5 the PAGA Employees.

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

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

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

11 90. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class action
12 lawsuits.

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

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

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

22 94. My office billed for the following four attorneys for work performed on this case:
23 Eric Kingsley, Jessica Adlouni, Jessica Bulaon, and me.

24 95. I am a partner at Kingsley Szamet & Ly. I received my Bachelor of Arts degree, *cum*
25 *laude*, from the University of California San Diego and received my law degree from UCLA School
26 of Law in 2008, where I was active in the Women's Law Journal and community-based legal clinics.
27 I have been practicing since 2008 and am billed at \$800 per hour.

28 96. Jessica Adlouni is an Associate Attorney at Kingsley Szamet & Ly. She is billed at

1 \$500 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from
2 UCLA School of Law in May 2019.

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

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

18 99. PAGA Counsel's charged rate are commensurate with the prevailing market rates in
19 Orange County for attorneys of comparable experience and skill handling complex litigation.

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

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

25 102. Finally, PAGA Counsel's rates are in line with the adjusted Laffey Matrix, which is
26 a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
27 adjusted Laffey Matrix, a reasonable rate for an attorney with 28 years of experience, such as Mr.
28 Kingsley, is \$1,057, a reasonable rate for an attorney with 16 years of experience, such as myself, a

reasonable rate for an attorney with 4-7 years of experience, such as Ms. Adlouni, is \$538, and a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon is \$437. A true and correct copy of the 2024-2025 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

103. Kingsley Szamet & Ly's attorneys' fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	12.20	\$1,100.00	\$13,420.00
Kelsey M. Szamet	62.60	\$800.00	\$49,760.00
Jessica Adlouni	0.20	\$500.00	\$100.00
Jessica Bulaon	7.20	\$400.00	\$3,240.00
KINGSLEY TOTAL ATTORNEYS' FEES	82.2		\$66,840.00¹

104. The aggregate lodestar is set forth below:

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

- a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Plaintiff;
- h. drafting pleadings (Complaints, Motion for Approval of Representative Action, , etc.);
- i. researching private right of action and various impact on class actions;

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

- j. interviewing and obtaining declarations from PAGA Employees;
- k. preparing for and attending mediation;
- l. discussing issues related to damage model calculations;
- m. preparing and analyzing damage models;
- n. negotiating the terms of the settlement;
- o. reviewing and making changes to the Agreement;
- p. drafting and editing all documents for Preliminary and Final Approval;
- q. monitoring Notice and settlement administration procedures;
- r. coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

106. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.79.

107. I believe the request for attorneys' fees in the amount of \$15,000 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.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

108. 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 \$15,000.00.

109. To date, PAGA Counsel has incurred \$17,582.43 in costs.

110. PAGA Counsel anticipates incurring an additional \$600.00 in costs to file and serve this motion, but the Settlement provides for a reimbursement of litigation costs of up to \$15,000.00.

111. As such, counsel is requesting a cost reimbursement of \$15,000.00.

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

113. All of these costs have been incurred in the course of this litigation, and all costs

1 advanced have already been paid by PAGA Counsel, with the exception of the anticipated cost of
2 filing the present motion.

3 114. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
4 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
5 should approve the request for reimbursement in the amount of \$15,000.00.

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

7 115. The Settlement calls for an enhancement payment of \$5,000.00 to the named
8 Plaintiff, to be paid from the Gross Settlement Amount.

9 116. The time spent by Carlos Barraza includes identifying competent counsel, providing
10 information to PAGA Counsel regarding Plaintiff's relevant employment experiences, compiling
11 documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories
12 of liability, reviewing settlement documents, and making himself available for a full day of
13 mediation.

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

15 118. The enhancement takes into consideration the time, effort, risks, and expense
16 incurred by Plaintiff in coming forward to litigate this matter on behalf of the PAGA Employees.

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

18 **AGENCY**

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

24 **EXHIBITS**

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

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

122. 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*.

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

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

125. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 119 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 8th day of January, 2025, in Altadena, California.

Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff CARLOS BARRAZA (“**Plaintiff**”) and Defendant ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL MEDICAL CENTER (“**Alta Newport**”). The Agreement refers to Plaintiff and Alta Newport collectively as “**Parties**,” or individually as “**Party**.”

1. DEFINITIONS.

- 1.1. “**Action**” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Alta Newport captioned CARLOS BARRAZA, an individual, on behalf of himself and others similarly situated, PLAINTIFF, v. ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL MEDICAL CENTER; and DOES 1 thru 50, inclusive, DEFENDANTS, Case No. 30-2023-01304199-CU-OE-CXC, initiated on January 26, 2023, and pending in Superior Court of the State of California, County of Orange.
- 1.2. “**Administrator**” means CPT Group, 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. “**Alta Newport**” means named Defendant Alta Newport Hospital, LLC dba Foothill Regional Medical Center.
- 1.5. “**Approval Order**” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.6. “**Court**” means the Superior Court of California, County of Orange.
- 1.7. “**Defense Counsel**” means Peter Hering, Esq. and Adrianna A. Rubino, Esq., of Rutan & Tucker, LLP, the attorneys representing Alta Newport in the Action.
- 1.8. “**Effective Date**” means the later of (i) the 61st day after service of notice of entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.
- 1.9. “**Enhancement Payment**” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

- 1.10. **“Funding Date”** means fifteen (15) calendar days after the Effective Date and is the date on which Alta Newport shall fund the Gross Settlement Amount to the Administrator.
- 1.11. **“Gross Settlement Amount”** means \$359,679.00 which is the total amount Alta Newport agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. **“Individual PAGA Payment”** means the PAGA Employee’s *pro rata* share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.13. **“Judgment”** means the judgment entered by the Court based upon approval of the Settlement.
- 1.14. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. **“LWDA PAGA Payment”** means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, which will be allocated to PAGA Penalties.
- 1.17. **“Notice of PAGA Settlement”** means the notice to be provided to the PAGA Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.18. **“PAGA Counsel”** means Eric B. Kingsley, Esq. and Kelsey M. Szamet, Esq. of Kingsley Szamet & Ly, the attorneys representing the Plaintiff and the PAGA Employees in the Action.
- 1.19. **“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.
- 1.20. **“PAGA Employees”** means all non-exempt employees who worked at Alta Newport at any time during the PAGA Period.
- 1.21. **“PAGA Employee Data”** means PAGA Employee identifying information in Alta Newport’s possession including the PAGA Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

- 1.22. **“PAGA Employee Address Search”** means the Administrator’s investigation and search for current PAGA 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 PAGA Aggrieved Employees.
- 1.23. **“PAGA Pay Period”** means any pay period during which a PAGA Employee worked for Alta Newport for at least one day during the PAGA Period.
- 1.24. **“PAGA Period”** means the period from January 26, 2022, to September 21, 2024.
- 1.25. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.26. **“PAGA Notice”** means Plaintiff’s January 26, 2023, letter to Alta Newport and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and amended on July 11, 2024 (**“Amended PAGA Notice”**).
- 1.27. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$212,786.00), allocated 25% to the PAGA Employees (\$53,196.50) and 75% to the LWDA (\$159,589.50) in settlement of PAGA claims.
- 1.28. **“Plaintiff”** means Carlos Barraza, the named plaintiff in the Action.
- 1.29. **“Released PAGA Claims”** means all PAGA claims that were or could have been alleged against Alta Newport based upon the facts and circumstances identified in Plaintiff’s PAGA Notice on January 26, 2023, and in the Amended PAGA Notice on July 11, 2024, and in the Complaint, First Amended Complaint, and Second Amended Complaint, filed in the PAGA Action on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 et seq. for alleged failure to pay all wages, including overtime and minimum wages; failure to provide meal periods and rest breaks; failure to pay wages timely during employment; unlawful deductions; failure to provide accurate wage statements; failure to provide paid sick leave and pay sick pay at the regular rate of pay; failure to provide notice of material terms of employment; unpaid business expenses (including, but not limited to, use of personal cell phones and personal vehicles); failure to pay reporting time pay; failure to timely pay wages upon termination; failure to provide a day of rest; failure to maintain time and payroll records; and failure to allow timely inspection of personnel file, pursuant to the corresponding alleged violations of California Labor Code sections 201-204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2800, 2802, 2810.5, and the applicable IWC Wage Orders.
- 1.30. **“Released Parties”** means Alta Newport and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers,

employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, holding companies, and any individual or entity which could be jointly liable with Alta Newport.

- 1.31. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On January 26, 2023, Plaintiff commenced this Action by filing a Class Complaint alleging causes of action against Alta Newport for 1) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; 2) failure to provide rest breaks pursuant to Labor Code section 226.7; 3) violation of Labor Code section 226(a); 4) penalties pursuant to Labor Code section 203; 5) failure to provide employment records pursuant to Labor Code sections 226 and 1198.5; and 6) violation of Business & Professions Code section 17200. Also on January 26, 2023, Plaintiff sent the PAGA Notice to the LWDA regarding his intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699 et seq.
- 2.2. On April 3, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint adding an additional cause of action for penalties pursuant to Labor Code section 2699 et seq., based on the underlying Labor Code violations already pled. However, in light of an existing arbitration agreement, Plaintiff dismissed his class allegations pursuant to California Rule of Court 3.770(a), and the Order dismissing the class allegations without prejudice and staying the non-individual PAGA Representative Claim was signed on August 7, 2023. The Court stayed the non-individual PAGA Representative Claim in its entirety pending the completion of the arbitration.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Alta Newport and the LWDA by sending the PAGA Notice.
- 2.4. On June 11, 2024, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq., an experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data for the PAGA Employees, and sample attestation records.
- 2.5. As part of the Settlement, the Parties agreed to stipulate to the filing of a Second Amended Complaint, and the submission of an Amended PAGA Notice letter to the LWDA, adding in additional causes of action listed in the Released Claims. The Second Amended Complaint is the operative complaint in the Action (the **“Operative Complaint”**). Alta Newport denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Alta Newport promises to pay \$359,679.00 and no more as the Gross Settlement Amount. Alta Newport 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 PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Alta Newport.
- 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 the Plaintiff: An Enhancement to the Plaintiff of not more than \$5,000.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as a PAGA Employee). Alta Newport **will not oppose Plaintiff's request for an Enhancement Payment** that does not exceed this amount. To the extent the Enhancement Payment is less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Payment. In addition, the Plaintiff shall enter into a separate Individual Settlement and Release Agreement to settle his individual claims.
 - 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount (approximately 33.33%), which is currently estimated to be \$119,893.00 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Alta Newport will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other **Plaintiff's Counsel arising from any claim to any portion** 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 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 Alta Newport and the Released Parties harmless, and indemnifies Alta Newport and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the

extent the Administration Expenses are less or the Court approves payment less than \$7,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$212,786.00 to be paid from the Gross Settlement Amount, with 75% (\$159,589.50) allocated to the LWDA PAGA Payment and 25% (\$53,196.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties (\$53,196.50) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.5. Additional Attorneys' Fees and Costs: No PAGA Employee, or PAGA Counsel, or any other attorney acting for any PAGA Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Employee Pay Periods. There are 734 PAGA Employees. The Settlement is based on 24,500 PAGA Pay Periods during the PAGA Period.

4.2. PAGA Employee Data. Within fifteen (15) days of the Effective Date, Alta Newport will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employees' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform under this Agreement. Alta Newport has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Alta Newport must send the PAGA 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 PAGA Employee Data.

- 4.3. Funding of Gross Settlement Amount. Alta Newport shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator on or before the Funding Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Alta Newport funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Enhancement Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA 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 “Void Date”**). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the **Administrator must update the recipients’ mailing addresses using the National Change of Address Database.**
- 4.4.2. The Administrator must conduct a PAGA Employee Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the Void Date.
- 4.4.3. For any PAGA 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 PAGA Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Alta Newport to confer any additional benefits or make any additional payments to the PAGA Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Alta Newport fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiff’s Release. Plaintiff and his respective former, present, and future spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, executors, administrators, successors, and assigns generally, release and discharge Released

Parties from all claims, transactions, or occurrences (known or unknown) which they have, had or might otherwise have had against the Released Parties from the beginning of time to the date Plaintiff signs this Agreement, regarding any aspect of Plaintiff's employment, including, but not limited to: the Released PAGA Claims, any common law or statutory torts (including invasion of privacy), any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips, or any other compensation or benefit ("**Plaintiff's Release**"). **Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after Plaintiff signs this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.**

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

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

- 5.2 Release by PAGA Employees and the State of California: All PAGA Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Alta Newport and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any PAGA Employee.
- 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the Amended PAGA Notice, or otherwise incurred to prosecute the Action.

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

- 6.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft motion for approval of the PAGA Settlement, which PAGA Counsel will submit to Alta Newport for review and comment at least five (5) days prior to filing with the Court; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) 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 PAGA 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 PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel’s firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a), Amended PAGA Notice), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel’s firm 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 is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. **PAGA Counsel is responsible for delivering the Court’s Approval Order to the Administrator.**
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the **Court’s concerns.**

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with

the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. **PAGA EMPLOYEE SIZE ESTIMATES**. The Settlement is based on 24,500 PAGA Pay Periods during the PAGA Period. Defendant asked its expert to confirm this data prior to the execution of this Agreement to avoid any potential, unanticipated increase in pay periods when confirmed by the Administrator prior to distribution.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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 amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Alta Newport that any of the allegations in the Operative Complaint have merit or that Alta Newport or any of the other Released Parties has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Alta Newport'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, Alta Newport reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest **Alta Newport'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 Effective Date Of Alta Newport's Obligations Under This Agreement. **Alta Newport's** obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (a) the Court should for any reason fail to enter the Approval Order; or (2) the Court's Approval Order is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.
- 10.4 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.
- 10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.6 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Alta Newport, 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 excluding any amendments to this Agreement.
- 10.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement

the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Brandon McKelvey, and/or the Court for resolution.

- 10.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.9 No Tax Advice. Neither Plaintiff, PAGA Counsel, Alta Newport, 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.
- 10.10 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.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 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.
- 10.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 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. In addition, other than information necessary to secure Court approval of this settlement, Plaintiff and PAGA Counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any web site of PAGA Counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of Alta Newport. The Parties intend this Paragraph 10.15 to prohibit Plaintiff

and PAGA Counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and PAGA Counsel (1) may tell the public in general only that certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any aspect of this Agreement with PAGA Employees. Nothing herein shall prevent PAGA Counsel from referring to the Action in any declaration before the courts relating to the adequacy or in future applications by PAGA Counsel for approval of attorneys’ fees.

- 10.16 Use and Return of PAGA Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Alta Newport in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Employee Data received from Alta Newport **unless, prior to the Administrator’s payment of all Settlement Funds, Alta Newport makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Employee Data.**
- 10.17 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.
- 10.18 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.
- 10.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kingsley Szamet & Ly
Eric B. Kingsley
eric@kingsleylawyers.com
Kelsey M. Szamet
kelsey@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Alta Newport:

Rutan & Tucker, LLP
Peter Hering
phering@rutan.com
Adrianna A. Rubino
arubino@rutan.com
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

- 10.20 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.
- 10.21 Governing Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.
- 10.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff

Dated: 10/21/2024



Carlos Barraza

Defendant

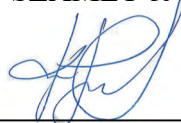
Dated: 11/8/2024



Alta Newport Hospital, LLC dba Foothill
Regional Medical Center

Dated: October 23, 2024

KINGSLEY SZAMET & LY



By: _____

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff Carlos Barraza and all
aggrieved employees

Dated: November 12, 2024

RUTAN & TUCKER, LLP



By: _____

Peter Hering
Adrianna A. Rubino
Attorneys for Alta Newport Hospital, LLC dba
Foothill Regional Medical Center

EXHIBIT “A”

[Mailing Date]

NOTICE OF SETTLEMENT

Re. CARLOS BARRAZA v. ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL MEDICAL CENTER, Orange County Case No. 30-2023-01304199-CU-OE-CXC

CPT GROUP
50 CORPORATE PARK
IRVINE, CA 92606
1-800-542-0900

Dear ALTA NEWPORT HOSPITAL, LLC DBA FOOTHILL REGIONAL MEDICAL CENTER Employee:

A settlement was reached between Plaintiff *Carlos Barraza* (“**Plaintiff**”) and Defendant *Alta Newport Hospital, LLC dba Foothill Regional Medical Center* (“**Defendant**” or “**Alta Newport**”). Plaintiff filed a civil Complaint against Alta Newport on January 26, 2023. The claim alleged by Plaintiff in this lawsuit was for penalties under the Private Attorneys General Act of 2004 (“**PAGA**”) for Alta Newport’s alleged failure to pay all wages, including overtime and minimum wages; failure to provide meal periods and rest breaks; failure to pay wages timely during employment; unlawful deductions; failure to provide accurate wage statements; failure to provide paid sick leave and pay sick pay at the regular rate of pay; failure to provide notice of material terms of employment; unpaid business expenses (including, but not limited to, use of personal cell phones and personal vehicles); failure to pay reporting time pay; failure to timely pay wages upon termination; failure to provide a day of rest; failure to maintain time and payroll records; and failure to allow timely inspection of personnel file (the “**PAGA Action**”).

On **XX**, the Parties filed a motion with the Court asking the Court to approve a settlement in the amount of \$359,679.00. The Court issued an Order approving the settlement on **XX**. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

The Gross Settlement Amount is \$359,679.00. From that amount, the Court has approved attorney’s fees and costs and administrative expenses. After these deductions, \$212,786.00 is allocated as PAGA penalties. The law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$159,589.50 (75% of the penalties) and the eligible employees will each receive a *pro rata* share of the remaining \$53,196.50 (25% of the penalties). Each eligible employee shall receive his/her *pro rata* share of the remaining amount based on the number of PAGA Periods where an employee performed work for Alta Newport at least one day during January 26, 2022 to September 21, 2024 (“**PAGA Period**”).

The employees eligible to receive a payment under this Settlement are defined as: all non-exempt employees who worked at Alta Newport at any time during the PAGA Period (“**PAGA Employees**”).

As part of this Settlement, you and the other PAGA Employees shall, for the period of January 26, 2022, through September 21, 2024, fully release and forever discharge Alta Newport and each of

its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, holding companies, and any individual or entity which could be jointly liable with Alta Newport (the foregoing are collectively referred to hereafter as the **“Released Parties”**) from any and all PAGA claims that were or could have been alleged against Alta Newport based upon the **facts and circumstances identified in Plaintiff’s original PAGA Notice** on January 26, 2023, and in the Amended PAGA Notice on July 11, 2024, and in the Complaint, First Amended Complaint, and Second Amended Complaint, filed in the PAGA Action on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 et seq. for alleged failure to pay all wages, including overtime and minimum wages; failure to provide meal periods and rest breaks; failure to pay wages timely during employment; unlawful deductions; failure to provide accurate wage statements; failure to provide paid sick leave and pay sick pay at the regular rate of pay; failure to provide notice of material terms of employment; unpaid business expenses (including, but not limited to, use of personal cell phones and personal vehicles); failure to pay reporting time pay; failure to timely pay wages upon termination; failure to provide a day of rest; failure to maintain time and payroll records; and failure to allow timely inspection of personnel file, pursuant to the corresponding alleged violations of California Labor Code sections 201-204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2800, 2802, 2810.5, and the applicable IWC Wage Orders (the **“Released PAGA Claims”**).

The settlement and enclosed check represents your *pro rata* share of the penalties. Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the PAGA Employee who did not cash the check within 180 days.

If you have any questions concerning this Settlement, please contact **XXXXXX**.

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

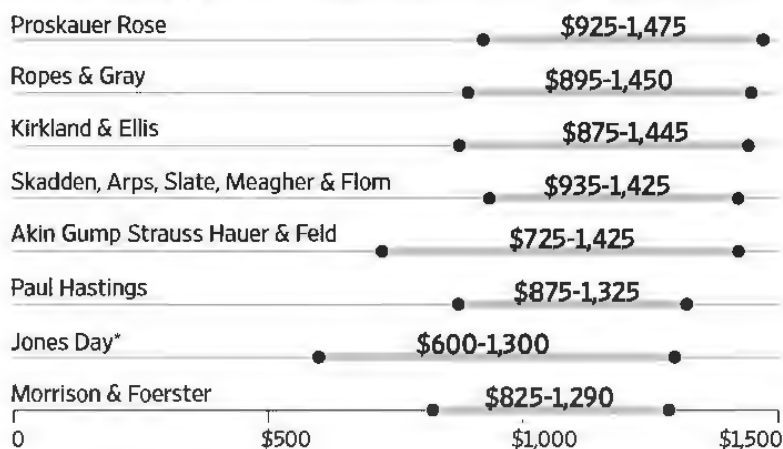
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History

Case Law

See the Matrix

Comments

Home

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

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

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

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

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

EXHIBIT "5"

Printed from

Foothill Regional Medical Center adv. Barraza, Carlos
Carlos Barraza 714-469-1480 isellhomz@yahoo.com

Historic Cost

<

Court Cost				\$1.00
Created: 6/27/2024 at 12:41 PM				
Trialworks TaskCode costs		Date Incurred 4/12/2024	Payee One Legal	Description eServe Charge 22664114-R1 30-2023-01304199-CU-OE-CXC Bill Code: Foothill 4 recipients 04/12/2024
Filing Fee				\$51.48 ¹
Created: 4/18/2024 at 3:36 PM				
Trialworks TaskCode filing fee		Payee One Legal	Docs  OLINV#05912365 ANH 4.12.24.pdf ▾	
Date Incurred 4/12/2024		Description OLINV#05912365 ANH 4.12.24		
Filing Fee				\$51.48
Created: 2/20/2024 at 3:14 PM				
Trialworks TaskCode filing fee		Payee One Legal	Docs  OLINV#05654880 ANH 1.17.24.pdf ▾	
Date Incurred 1/17/2024		Description OLINV#05654880 ANH 1.17.24		
Filing Fee				\$21.83
Created: 2/12/2024 at 1:50 PM				
Trialworks TaskCode filing fee		Payee One Legal	Docs  OLINV#05633993 ANH 1.9.24.pdf ▾	
Date Incurred 1/9/2024		Description OLINV#05633993 ANH 1.9.24		
Postage Cost				\$5.80
Created: 1/2/2024 at 10:05 AM				
Trialworks TaskCode Postage Cost		Date Incurred 12/13/2023	Payee DocuSign	Notes updated ntc of mediation updated ntc of mediation
Mediation Cost				\$8,250.00
Created: 10/2/2023 at 8:47 AM				
Trialworks TaskCode costs		Payee McKelvey Resolution	Notes paid w/check # 15027 paid w/check # 15027	Docs  McKelvey Resolution INV#5118 Re Foothill Regional paid 10.1.23.pdf ▾
Date Incurred 10/1/2023		Description McKelvey Resolution INV#5118 Re Foothill Regional paid 10.1.23		
Filing Fee				\$51.48
Created: 8/24/2023 at 9:20 AM				
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Date Incurred 8/10/2023		Description OLINV#05222021 ANH 8.10.23		
Filing Fee				\$51.48
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Date Incurred 8/10/2023		Description OLINV#05222006 ANH 8.10.23		
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Filing Fee				\$18.74
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Date Incurred 5/24/2023		Description OLINV#05019139 ANH 5.24.23		
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Date Incurred 5/24/2023		Description OLINV#05016155 ANH 5.24.23		

Filing Fee

Created: 4/20/2023 at 2:56 PM

Trialworks TaskCode

filing fee

Date Incurred

4/10/2023

Payee

One Legal

Description

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Docs

 OLINV#04895909 ANH 4.10.23.pdf

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1

\$16.68

Filing Fee

Created: 4/20/2023 at 11:19 AM

Trialworks TaskCode

filing fee

Date Incurred

4/4/2023

Payee

One Legal

Description

OLINV#04882595 ANH 4.4.23

Docs

 OLINV#04882595 ANH 4.4.23(1).pdf

▼

\$50.45

Filing Fee

Created: 3/23/2023 at 2:55 PM

Trialworks TaskCode

filing fee

Date Incurred

3/14/2023

Payee

One Legal

Description

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Docs

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▼

\$42.98

Filing Fee

Created: 3/23/2023 at 12:56 PM

Trialworks TaskCode

filing fee

Date Incurred

3/14/2023

Payee

One Legal

Description

OLINV#04826910 ANH 3.14.23

Docs

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▼

\$16.68

Created: 3/14/2023 at 11:37 AM

Trialworks TaskCode

Copies

Date Incurred

3/14/2023

Payee

Paper Cut

Notes

Copy of PI's ntc of ct's MO and setting CMC for mailing to Def
Copy of PI's ntc of ct's MO and setting CMC for mailing to Def

\$0.70

Postage Cost

Created: 3/14/2023 at 11:37 AM

Trialworks TaskCode

Postage Cost

Date Incurred

3/14/2023

Notes

PI's ntc of ct's MO and setting CMC to Def via US regular mail
PI's ntc of ct's MO and setting CMC to Def via US regular mail

\$0.84

Process Server Fee

Created: 3/3/2023 at 12:20 PM

Trialworks TaskCode

costs

Date Incurred

2/24/2023

Payee

OnCall

Description

OCINV#312616R ANH 2.24.23

Docs

 OCINV#312616R ANH 2.24.23.pdf

▼

\$107.73

Process Server Fee

Created: 3/3/2023 at 12:18 PM

Trialworks TaskCode

costs

Date Incurred

2/24/2023

Payee

OnCall

Description

OCINV#312616Q ANH 2.24.23

Docs

 OCINV#312616Q ANH 2.24.23.pdf

▼

\$107.73

Process Server Fee

Created: 3/3/2023 at 12:16 PM

Trialworks TaskCode

costs

Date Incurred

2/24/2023

Payee

OnCall

Description

OCINV#312616P ANH 2.24.23

Docs

 OCINV#312616P ANH 2.24.23.pdf

▼

\$107.73

Process Server Fee

Created: 3/3/2023 at 12:15 PM

Trialworks TaskCode

costs

Date Incurred

2/24/2023

Payee

OnCall

Description

OCINV#312616N ANH 2.24.23

Docs

 OCINV#312616N ANH 2.24.23.pdf

▼

\$107.73

Process Server Fee

Created: 3/3/2023 at 12:13 PM

Trialworks TaskCode

costs

Date Incurred

2/24/2023

Payee

OnCall

Description

OCINV#312616M ANH 2.24.23

Docs

 OCINV#312616M ANH 2.24.23.pdf

▼

\$107.73

Process Server Fee

Created: 3/3/2023 at 12:12 PM

Trialworks TaskCode

costs

Date Incurred

2/24/2023

Payee

OnCall

Description

OCINV#312616L ANH 2.24.23

Docs

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▼

\$107.73

Process Server Fee

\$107.73

Created: 3/3/2023 at 12:07 PM

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Date Incurred 2/24/2023	Description OCINV#312616K ANH 2.24.23	

Process Server Fee

\$107.73

Created: 3/3/2023 at 12:06 PM

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Process Server Fee

\$107.73

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Process Server Fee

\$107.73

Created: 3/3/2023 at 12:02 PM

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Process Server Fee

\$107.73

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Date Incurred 2/24/2023	Description OCINV#312616G ANH 2.24.23	

Process Server Fee

\$107.73

Created: 3/3/2023 at 11:59 AM

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Date Incurred 2/24/2023	Description OCINV#312616F ANH 2.24.23	

Process Server Fee

\$107.73

Created: 3/3/2023 at 11:57 AM

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Date Incurred 2/24/2023	Description OCINV#312616E ANH 2.24.23	

Process Server Fee

\$107.73

Created: 3/3/2023 at 11:55 AM

Trialworks TaskCode costs	Payee OnCall	Docs  OCINV#312616D ANH 2.24.23.pdf ▾
Date Incurred 2/24/2023	Description OCINV#312616D ANH 2.24.23	

Process Server Fee

\$107.73

Created: 3/3/2023 at 11:53 AM

Trialworks TaskCode costs	Payee OnCall	Docs  OCINV#312616C ANH 2.24.23.pdf ▾
Date Incurred 2/24/2023	Description OCINV#312616C ANH 2.24.23	

Process Server Fee

\$107.73

Created: 3/3/2023 at 11:51 AM

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Date Incurred 2/24/2023	Description OCINV#312616B ANH 2.24.23	

Process Server Fee

\$107.73

Created: 3/3/2023 at 11:47 AM

Trialworks TaskCode costs	Payee OnCall	Docs  OCINV#312616A ANH 2.24.23.pdf ▾
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Filing Fee

\$1,492.98

Created: 2/15/2023 at 3:34 PM

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Docs

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Filing Fee

\$75.00

Created: 1/26/2023 at 10:37 AM

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Date Incurred 1/26/2023			

\$0.30

Created: 1/26/2023 at 9:55 AM

Trialworks TaskCode Copies	Date Incurred 1/26/2023	Payee Paper Cut	Notes Copy of PAGA letter to mail to Def Copy of PAGA letter to mail to Def
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Postage Cost

\$8.10

Created: 1/26/2023 at 9:55 AM

Trialworks TaskCode Postage Cost	Date Incurred 1/26/2023	Notes PAGA letter to Def via cert mailing PAGA letter to Def via cert mailing
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\$0.60

Created: 11/29/2022 at 8:34 PM

Trialworks TaskCode Copies	Date Incurred 11/29/2022	Payee Paper Cut	Notes Follow-up records request letter to Def Follow-up records request letter to Def
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Postage Cost

\$23.46

Created: 11/29/2022 at 8:34 PM

Trialworks TaskCode Postage Cost	Date Incurred 11/29/2022	Notes Follow-up records request letter to Def via cert mailing Follow-up records request letter to Def via cert mailing
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\$0.60

Created: 10/24/2022 at 1:52 PM

Trialworks TaskCode Copies	Date Incurred 10/24/2022	Payee Paper Cut	Notes Initial records request to def Initial records request to def
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Postage Cost

\$23.46

Created: 10/24/2022 at 1:52 PM

Trialworks TaskCode Postage Cost	Date Incurred 10/24/2022	Notes Initial records request to def via cert mailing Initial records request to def via cert mailing
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Filing Fee

\$50.45

Created: 4/20/2023 at 11:18 AM

Trialworks TaskCode filing fee	Payee One Legal	Description OLINV#04882595 ANH 4.4.23	Docs  OLINV#04882595 ANH 4.4.23.pdf
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(Proof of Submission to the LWDA)

EXHIBIT "6"

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On January 8, 2025, 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:

RUTAN & TUCKER

Peter Hering
phering@rutan.com
Adrianna A. Rubino
arubino@rutan.com
Vicky Huang
vhuang@rutan.com
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

[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.govfa.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 January 8, 2025, at Woodland Hills, California.



Michelle Tanzer