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Attorneys for Plaintiff, ANTHONY GONZALEZ,
on behalf of himself and all others similarly situated,
and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ANTHONY GONZALEZ on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiff,

v.

ALMANSOR COURT, INC.; AND DOES
1-100,

Defendants.

Case No. 23STCV12272

**DECLARATION OF DAVID MARA,
ESQ., IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: November 20, 2024

Time: 10:00 a.m.

Dept.: 53

Reservation ID: 581165355861

1 I, DAVID MARA, declare the following:

- 2 1. I am President of Mara Law Firm, PC, and counsel of record for the Class in this matter. I
3 am duly admitted to practice before all the courts of the state of California. The following
4 facts are within my personal knowledge and, if called to testify, I could and would
5 competently testify thereto.
- 6 2. I graduated from California Western School of Law and was admitted to practice law in
7 California in May 2004.
- 8 3. I extensively handle employment cases which involve violations of the California Labor
9 Code and Industrial Welfare Commission Wage Orders, such as wage and hour class actions
10 and cases alleging violations of the Private Attorneys General Act of 2004 (“PAGA”). I
11 have litigated over three hundred and fifty (350) class action and PAGA lawsuits over the
12 course of nearly 20 years.
- 13 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County
14 Superior Court, Case No. GIC834348) which was the underlying case in the California
15 Supreme Court’s landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012)
16 53 Cal.4th 1004, in which the California Supreme Court delineated the scope of employer
17 obligations to provide, and employee rights to receive, meal and rest periods under
18 California law.
- 19 5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer
20 Attorneys of California (“CAOC”). For example, I authored the Amicus Curiae briefs on
21 behalf of CAOC in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The
22 California Supreme Court ruling that, like meal periods, employers must relieve employees
23 of all duty and relinquish all control to satisfactorily discharge its obligation to authorize
24 and permit rest periods.); *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038 (The California
25 Supreme Court ruling that the time spent on the employer’s premises waiting for, and
26 undergoing, required exit searches of packages, bags, or personal technology devices
27 voluntarily brought to work is compensable hours worked within the meaning of the Wage
28 Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal Case No. H049185 (A

1 brief asking the California Court of Appeal for the Sixth Appellate District to determine
2 whether mandatory drive time of personal vehicles should be considered hours worked
3 within the meaning of the Wage Orders' suffered or permitted test.). *Davidson v. O'Reilly*
4 *Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188) (a brief seeking Review *En*
5 *Banc* of an order denying class certification in a wage and hour matter). I am also a member
6 of CAOC's Amicus Committee that determines the cases in which the organization will
7 agree to provide amicus support.

8 6. My firm has been named as class counsel in a number of wage and hour class actions in
9 which the Court granted the plaintiff's motion for class certification. For example, my firm
10 has been named class counsel: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento
11 County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v.*
12 *YRC, Inc.; et al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin*
13 *v. Sysco Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-
14 SAB); *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of
15 Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County
16 Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Eric Mendez v. M&N*
17 *Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court,
18 Case No. CIVDS1923624); *Denson Sales v. Professional Auto Transport, Inc. et al.* (San
19 Bernardino County Superior Court, Case No. CIVDS2010153); *Sonny Williams v. Hansen*
20 *and Adkins Auto Transport, Inc.; et al.* (San Bernardino County Superior Court, Case No.
21 CIVDS2020832); *Bobby Williams v. Mohsen Transport, Inc.* (San Diego County Superior
22 Court, Case No. 37-2019-00063361-CU-OE-CTL); and *Ashton Harden vs. Mushiana*
23 *Transport Inc.* (Sacramento County Superior Court, Case No. 34-2021-00301950-CU-OE-
24 GDS).

25 7. My firm has also been named as class counsel in numerous cases during the settlement
26 process. Here is a non-exhaustive list of cases where my firm has been named as class
27 counsel in cases during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo
28 County Superior Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services,*

1 *Inc.* (Kern County Superior Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance*
2 *Beverage Co., Inc.* (Kern County Superior Court, Case No. BCV-16-100848); *Jaime Ruiz*
3 *v. Altura Centers for Health* (Kern County Superior Court, Case No. BCV-19-101577);
4 *George Zamudio v. AmeriPride Service, Inc.* (Alameda County Superior Court, Case No.
5 RG1809666); *Richard Hendricks v. Antonini Freight Express, Inc.* (San Joaquin County
6 Superior Court, Case No. STK-CV-UOE-2016-6999); *Alton Davis v. Apria Healthcare*
7 *Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-00004724-CU-OE-
8 CTL); *Alan Atchison v. Ashley Furniture Industries, Inc., et al.* (Central District of
9 California, Case No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech Logistics, Inc.*
10 (Sonoma County Superior Court, Case No. SCV 258595); *Ramon Jenkins v. Compass*
11 *Group USA, Inc., et al.* (Yolo County Superior Court, Case No. CVCV-18-747); *Timothy*
12 *Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court, Case
13 No. CIVDS1715151); *Joshua Turpen v. Benjamin's Transfer Inc.* (Solano County Superior
14 Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite Food Service, Inc.* (San Mateo
15 County Superior Court, Case No. 17CIV02044); *Terrance Bailey v. Blue Apron, LLC; et al.*
16 (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast v. California*
17 *Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No.
18 CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino
19 County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v. Hunter*
20 *Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS1928062);
21 *Adrian Diaz v. Keystone Automotive Operations, Inc.* (Riverside County Superior Court,
22 Case No. RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba NCI Building Systems*
23 (Eastern District of California, Case No. 18-cv-00948-AWI-SKO); *Larry Perez v. The*
24 *Nielsen Company (US), LLC* (Orange County Superior Court, Case No. 30-2021-01194324-
25 CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San Bernardino County Superior
26 Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw Industries, Inc.; et al.* (San
27 Bernardino County Superior Court, Case No. CIVSB2024674); *Joshua Rael v.*
28 *Intercontinental Hotels Group Resources, Inc.* (Los Angeles County Superior Court, Case

No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-21-101357).

8. I have also lectured as a panelist for California Employment Lawyers Association regarding a host of wage and hour issues.

9. Matthew Crawford is a senior associate at Mara Law Firm, PC. He solely handles wage and hour class actions and PAGA actions. Mr. Crawford graduated from Pepperdine University Rick J. Caruso School of Law and was admitted to practice law in California in June 2016 and received his undergraduate degree from University of California, San Diego in 2011. Mr. Crawford has been litigating wage and hour class actions for over seven (7) years and has handled over one hundred (100) class action and PAGA lawsuits.

10. Mr. Crawford has been named as class counsel in the following certified cases as a result of the court granting a motion for class certification: *John Martin v. Sysco Corporation; Sysco Central California, Inc.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB); *Eric Mendez v. M & N Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624); and *Denson M. Sales v. Professional Auto Transport, Inc., et al.* (San Bernardino County Superior Court, Case No. CIVDS2010153).

11. Mr. Crawford has also been named as class counsel in numerous cases during the settlement process. Here is a non-exhaustive list of cases where Mr. Crawford has been named as class counsel in cases during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern County Superior Court Case No. BCV-16-102985); *Timothy Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court, Case No. CIVDS1715151); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino County Superior Court, Case No. JCCPDS4893); *Adrian Diaz v. Keystone Automotive Operations, Inc.* (Riverside County Superior Court, Case No. RIC1817450); *Jaime Ruiz v. Altura Centers for Health* (Kern County Superior Court, Case No. BCV-19-101577); *Alicia Juarez, et al. v. Florexpco, LLC, et al.* (San Diego Superior Court, Case No. 37-2020-00015644-CU-OE-

CTL); *Rick Frieri v. Sysco Corporation, et al.* (Southern District of California, Case No. 16-cv-1432-JLS-NLS); *Francisco Mejia Calderon, et al. v. Tapia Enterprises, Inc., et al.* (Los Angeles County Superior Court, Case No. BC709635); *Jeremiah Villarreal, et al. v. Wildwood Express* (Fresno County Superior Court, Case No. 18CECG00417); *Kenbron Fryer v. Transforce, Inc.* (Alameda County Superior Court, Case No. RG20071048); *Toiyagaduh Stone v. Sysco Corporation, et al.* (Inyo County Superior Court, Case No. SICVCV1659516); and *Scott Allen v. J.S. West Hardister, LLC, et al* (Stanislaus County Superior Court, Case No. 9000289).

12. Plaintiff sent his Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on March 24, 2023. In the notice, Plaintiff, a former hourly, non-exempt employee who worked in California for Defendant, apprised the LWDA of his claims against Defendant. His notice alleged that Defendant violated the California Labor Code by failing to pay all straight time wages, failing to pay minimum wages, failing to pay all overtime wages, failing to provide lawful meal and rest periods, failing to provide accurate itemized wage statements, failing to pay all wages owed at termination, failing to pay wages twice per month, failing to reimburse business expenses, and failing to adopt a compliant sick pay/paid time off policy.

13. Plaintiff then filed this action against Defendant in the Los Angeles County Superior Court on May 30, 2023, alleging causes of action on behalf of Plaintiff and those similarly situated aggrieved employees under the PAGA for the wage and hour violations detailed in the notice sent to the LWDA.

14. Through discovery, Plaintiff sought numerous documents and substantial amounts of data that were needed to evaluate the case. These documents included requests for time and wage records for the Aggrieved Employees, employee handbooks in place during the class period, any policies regarding meal breaks, rest breaks, the payment of wages, and employee training in place during the PAGA Period. Plaintiff also requested data surrounding the number of current and former employees, as well as the number of shifts, workweeks, and pay periods worked by employees during the relevant time period.

15. This discovery, in conjunction with the Parties' meet and confer efforts, resulted in the

1 production of over one thousand documents, including the handbooks and policies at issue,
2 as well as data representing a sampling of wage and time records for the Aggrieved
3 Employees. Using the time and wage records produced by Defendant, and the data
4 surrounding the number of current and former employees, Plaintiff was able to determine
5 numerous data points used in establishing a potential exposure model in preparation for
6 mediation.

7 16. The Parties attended mediation with respected wage and hour mediator Kelly Knight on
8 April 9, 2024. Shortly after the mediation, the mediator issued a mediator's proposal that
9 was ultimately accepted by the Parties. Since then, the Parties have met and conferred
10 extensively regarding the terms of the settlement and finalized their agreement in the
11 Settlement the Parties now ask the Court to approve.

12 17. Plaintiff argues that although Defendant's meal period policy tells Aggrieved Employees
13 they are entitled to take a thirty (30) minute meal period when they work five or more hours
14 per shift, the policy does not comply with the timing requirements explained in *Brinker*, as
15 it completely fails to explain that the employee is entitled to this meal period before the fifth
16 hour of work. This is reflected in the time records provided by Defendant, which evidence
17 a meal period that was either provided after the fifth hour of work, or simply not at all, in
18 approximately 50% of the pay periods at issue.

19 18. Defendant asserts that employees are provided with meal periods in accordance with
20 California law. Defendant claims that the meal period policy in their handbook is facially
21 lawful, and that employees are provided with lawful duty-free meal periods in accordance
22 with the applicable timing requirements. Defendant is confident that it will be able to rebut
23 the presumption through its application of its facially lawful meal period policy, its training
24 procedures, and testimony from employees as evidence that employees had in fact been
25 provided compliant meal periods, but simply chose to take them late or not take them at all
26 due to any variety of other reasons. Once Defendant rebuts the presumption, Defendant
27 argues that Plaintiff would have to ask each employee whether they were provided a lawful
28 meal period on for every instance of a "violation" in the records, rendering the matter

1 entirely unmanageable.

2 19. Plaintiff contends that Defendant's rest period policy does not provide for a net ten minutes;
3 only ten minutes for employees to take rest breaks. This does not account for the time it
4 takes employees to travel to and from a suitable rest area, and thus violates California's
5 mandate that employees be provided a net 10 minutes of rest time, exclusive of the time it
6 takes to travel to a suitable rest area, like the breakroom, and back to their workstations.

7 20. Defendant disputes this claim, arguing that employees are relieved of their duties at the time
8 their breaks commence, and are not, nor can they be, required to take their breaks in any
9 particular location. Just as with meal periods, Defendant points out that its rest period policy
10 in its employee handbook is facially lawful, that any failure to include the term "net" in a
11 written policy is not in and of itself a violation, and that no one is disciplined for taking
12 longer than 10 minutes for a rest period should an employee require any purported travel
13 time. Defendant also argues that Plaintiff would have to ask each employee whether they
14 thought its rest period policy required that employees be back at their workstations within
15 10 minutes after the start of their rest period, and because each employee would have to
16 testify as to their understanding of the policy, this claim could not conceivably be tried in
17 any sort of a manageable fashion.

18 21. Here, Defendant has an unlawful rounding policy that is not fair and neutral in practice.
19 Defendant's rounding policy results in employees systematically being underpaid. An
20 analysis of the sampling of time records reveals that the majority of employees were
21 underpaid by the rounding policy by several minutes across a significant number of pay
22 periods.

23 22. Defendant argues that Plaintiff's analysis only focuses on the shifts in which employees are
24 underpaid and ignores the instances in which an employee's compensation is neutral or is
25 being overcompensated as a result of the rounding policy. Defendant contends that when
26 the records are considered as a whole, the rounding policy is indisputably fair, neutral, and
27 properly compensates employees over time for all hours worked in compliance with
28 California law.

1 23. Plaintiff contends that the primary method of communication Defendant uses to contact
2 Plaintiff and employees throughout the day is their personal cell phones, and that Defendant
3 is liable for a reasonable percentage of their cell phone bills under § 2802.

4 24. Defendant contends that they never have required Plaintiff or other employees to use their
5 personal cell phone for business purposes. Defendant further contends if employees decide
6 to use their personal cell phones for business communications, that it was solely that
7 employee's choice, and not the result of any purported mandate by Defendant.

8 25. Plaintiff also pursued claims for failure to provide accurate itemized wage statements,
9 waiting time penalty claims, and failure to pay all wages owed twice per month. These
10 claims are derivative of Plaintiff's underlying meal and rest period claims, as well as his
11 unpaid wages claim. Should Plaintiff's underlying wages claim fail, these claims would also
12 fail.

13 26. Defendant also argues that should litigation continue, they will bring a motion challenging
14 the manageability of trial as Defendant does not believe that this case can be tried
15 manageably and will require the testimony of every individual aggrieved employee.
16 Furthermore, while Defendant does not concede that any of their wage and hour policies are
17 unlawful, Defendant claims that any challenges Plaintiff has posed to these policies are
18 easily refuted by how they are implemented in practice; as a result, no aggrieved employee
19 has suffered any damages.

20 27. Plaintiff claims that there are seven (7) core violations under § 2699(f)(2) – failure to
21 provide lawful meal breaks or pay a premium, failure to provide lawful rest breaks or pay a
22 premium, failure to pay all wages, failure to reimburse business expenses, failure to provide
23 accurate itemized wage statements, failure to pay wages at the time of termination, and
24 failure to pay wages twice per month – of the Labor Code sections which give rise to PAGA
25 penalties.

26 28. Each of Plaintiff's claims, with the exception of Plaintiff's claims for failure to provide meal
27 periods and failure to pay wages at the time of termination, occurred at least once in every
28 pay period. Plaintiff's claim for failure to provide meal periods occurred in 1,663 pay

periods (50% violation rate) and Plaintiff's claim for the failure to pay wages at the time of termination only occurred in a maximum of 5 pay periods (5 former employees during the PAGA Period). Thus, Defendants' **maximum** exposure under §2699(f)(2) is \$1,829,300:

$\$100 \times 5 \text{ PAGA violations} \times 3,325 \text{ pay periods} = \$1,662,500$

$\$100 \times 1 \text{ PAGA violation} \times 1,663 \text{ pay periods} = \$166,300$

$\$100 \times 1 \text{ PAGA violation} \times 5 \text{ pay periods} = \500

Maximum Exposure: \$1,829,300

29. Here, PAGA Counsel applies for an award of attorneys' fees in the sum of \$83,333.33 (which is one-third of the GSA). The requested fee falls in the mid-range of percentage class fee awards, which commonly range from 20% to 50% of a common fund, and constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis and compensates PAGA Counsel for their efforts, as well as the result achieved for the benefit of the State of California and the Aggrieved Employees.

30. I devoted 82 hours to this case. The following is a summary of my tasks and activities performed in the litigation of this matter: initial case intake; research into new case; research into whether other cases are filed against potential new defendant; preparing personnel file request; pre-filing investigation and legal research; reviewing and revising PAGA notice; drafting and revising initial complaint and related documents; review Defendant's answer; review and revise discovery propounded on Defendant; researching and investigating legal issues throughout case; interoffice discussions throughout case; investigating Defendant's pay-structures and policies for its employees; conferences with Defendant's Counsel; discussions with Plaintiff throughout litigation and settlement; reviewing proposed protective order; reviewing documents produced by Defendant relating to its policies, pay-structures, and time keeping; analyzing employee records to determine number of pay periods at issue and other metrics; drafting and revising mediation brief and mediation damage and exposure model; preparing for and attending mediation; reviewing, revising, and negotiating memorandum of understanding; review and revise the settlement agreement and the notice to the aggrieved employees; reviewing and revising PAGA settlement approval

1 motion and supporting papers; drafting declaration in support of approval motion; and review
2 Settlement Administrator's declaration.

3 31. My hourly rate is \$800. Based on my hourly rate and the hours expended, 82, my fee is
4 \$65,600, which is reasonable and necessary to the successful litigation of this matter.

5 32. Mr. Crawford devoted 74 hours to this case. The following is a summary of his tasks and
6 activities performed in the litigation of this matter: draft notice filed with the LWDA; review
7 initial complaint and related documents; review Defendant's answer; interoffice discussions
8 throughout case; draft discovery propounded on Defendant; review and revise proposed
9 protective order; draft case management statement; analyze documents and information
10 produced by Defendant, including records produced by Defendant relating to its policies,
11 pay-structures, and time keeping; create document summary; communications with
12 Defendant's counsel; discussions with Plaintiff throughout litigation and settlement; draft
13 and revise stipulations for filing in case; review and analyze employee time and pay records
14 for mediation exposure analysis; assist in drafting mediation brief and mediation damage and
15 exposure model; assist in reviewing and revising the settlement agreement; obtain bids from
16 settlement administrators; review Settlement Administrator's declaration; and draft
17 settlement approval motion and supporting paperwork.

18 33. Mr. Crawford's hourly rate is \$600. Based on his hourly rate and the hours expended, 74, his
19 fee is \$44,400 which is reasonable and necessary to the successful litigation of this matter.

20 34. As PAGA Counsel's lodestar fee is in excess of their fee request, a multiplier on their lodestar
21 fee is not sought herein.

22 35. PAGA Counsel's hourly rates are between \$600 and \$800 and are in line with rates typically
23 approved in wage and hour class action and PAGA litigation and which rates have been
24 approved by Courts in California in the Los Angeles, Sacramento, San Francisco, Alameda,
25 Orange and San Diego County Superior Courts.

26 36. PAGA Counsel seeks reimbursement of the litigation costs and expenses of \$9,270.29. These
27 costs were all reasonable and necessary to the prosecution of this case and the results
28 achieved, and are fair, reasonable, and unopposed by Defendant.

1 37. The proposed settlement is the product of serious, informed, non-collusive negotiations, has
2 no obvious defects, does not improperly grant preferential treatment to any aggrieved
3 employee, and falls within the range of fair and reasonable settlements. I believe that this
4 non-reversionary settlement is in the best interests of the aggrieved employees and State of
5 California as fair, reasonable, and adequate. Thus, I recommend approval of the settlement.

6 38. A true and correct copy of the PAGA Settlement Agreement is attached as **Exhibit 1**.

7 39. A true and correct redlined copy of the Parties' finalized PAGA Settlement Agreement
8 demonstrating the revisions made from the Los Angeles Superior Court's [Model] PAGA
9 Settlement Agreement is attached as **Exhibit 2**.

10 40. A true and correct copy of a Summary of Time and Costs is attached as **Exhibit 3**.

11 41. A true and correct copy of the Westlaw Court's Express's Legal Billing Report, Volume 14,
12 Number 3, California Region for December 2012 is attached as **Exhibit 4**.

13 42. A true and correct copy of the Declaration of Richard M. Pearl in *Hohnbaum v. Brinker*
14 *Restaurant Corp.* SDSC GIC834348 is attached as **Exhibit 5**.

15 43. A true and correct copy of the 2012 National Law Journal Survey of Hourly Billing Rates
16 for Partners and Associates is attached as **Exhibit 6**.

17 44. A true and correct copy of the notice to the LWDA dated, December 8, 2021, submitted by
18 Plaintiff is attached as **Exhibit 7**.

19 45. A true and correct copy of the filing receipt from the upload of this settlement motion to the
20 LWDA is attached as **Exhibit 8**.

21 46. A true and correct copy of an email from the LWDA confirming that the upload of this
22 settlement motion was received is attached as **Exhibit 9**.

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

25 Dated: July 16, 2024

MARA LAW FIRM, PC

26 
27 David Mara, Esq.
28 Attorneys for Plaintiff

Exhibit 1

PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act (PAGA) Settlement Agreement and Release (“Agreement”) is made by and between plaintiff ANTHONY GONZALEZ (“PLAINTIFF”), individually and on behalf of the state of California and similarly situated aggrieved employees (as defined below) and Defendant ALMANSOR COURT, INC. (“ALMANSOR”). The AGREEMENT refers to PLAINTIFF and ALMANSOR collectively as “PARTIES,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 **“ACTION”** means PLAINTIFF’s PAGA lawsuit alleging wage and hour violations against ALMANSOR captioned *Anthony Gonzalez, on behalf of himself and all others similarly situated and on behalf of the general public, v. Almansor Court, Inc., et al.*, Case No. 23STCV12272 initiated on May 30, 2023 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 **“ADMINISTRATOR”** means Simpluris, Inc. (“Simpluris”), the neutral entity the PARTIES have agreed to appoint to administer the Settlement.
- 1.3 **“ADMINISTRATION EXPENSES PAYMENT”** means the amount the ADMINISTRATOR will be paid from the GROSS SETTLEMENT AMOUNT to reimburse its reasonable fees and expenses in accordance with the ADMINISTRATOR’s “not to exceed” bid submitted to the COURT in connection with approval of this Settlement.
- 1.4 **“AGGRIEVED EMPLOYEE,” “AGGRIEVED EMPLOYEES” or “PAGA GROUP MEMBERS”** mean all persons within the State of California who are or were employed by ALMANSOR as hourly paid non-exempt employees during any portion of the PAGA PERIOD (defined below in 1.22).
- 1.5 **“AGGRIEVED EMPLOYEE DATA”** means AGGRIEVED EMPLOYEE identifying information in ALMANSOR’s possession including the AGGRIEVED EMPLOYEE’s name, last-known mailing address, social security number and number of PAGA PAY PERIODS within the PAGA PERIOD.
- 1.6 **“AGGRIEVED EMPLOYEE ADDRESS SEARCH”** means the ADMINISTRATOR’s investigation and search for current AGGRIEVED EMPLOYEE mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the ADMINISTRATOR with AGGRIEVED EMPLOYEES.

- 1.7 **“AGREEMENT”** or **“SETTLEMENT”** means this Private Attorneys General Act Settlement Agreement and Release.
- 1.8 **“ALMANSOR”** or **“DEFENDANT”** means named defendant Almansor Court, Inc.
- 1.9 **“COURT”** means the Superior Court of California, County of Los Angeles.
- 1.10 **“DEFENSE COUNSEL”** means Lizbeth Ochoa, Esq., of FISHER & PHILLIPS, LLP.
- 1.11 **“EFFECTIVE DATE”** means the date the Court has (1) approved the settlement terms and (2) issues a Judgment in the action. The Parties agree that there is no right to opt-out or object to this PAGA Settlement. It is therefore the Parties’ intention that this Settlement shall be final at the time of Court Approval and Entry of Judgment.
- 1.12 **“GROSS SETTLEMENT AMOUNT”** means Two Hundred Fifty-Thousand Dollars and Zero Cents (\$250,000.00) which is the total amount ALMANSOR agrees to pay under this AGREEMENT.
- 1.13 **“INDIVIDUAL PAGA PAYMENT”** means each AGGRIEVED EMPLOYEE’s pro-rata share of 25% of the PAGA PENALTIES calculated according to the number of Pay Periods the AGGRIEVED EMPLOYEE worked during the PAGA PERIOD.
- 1.14 **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.15 **“LWDA PAGA PAYMENT”** means the 75% of the PAGA PENALTIES paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 **“NET SETTLEMENT AMOUNT”** means the GROSS SETTLEMENT AMOUNT, less the following payments in the amounts approved by the COURT: (1) PAGA COUNSEL FEES PAYMENT; (2) PLAINTIFF ENHANCEMENT PAYMENT; (3) PAGA COUNSEL LITIGATION EXPENSES PAYMENT and (4) the ADMINISTRATION EXPENSES PAYMENT. The remainder is to be paid to LWDA and PAGA GROUP MEMBERS.
- 1.17 **“PAGA”** means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.18 **“PAGA COUNSEL”** means David Mara, Esq., Matthew Crawford, Esq. of MARA LAW FIRM, PC, the attorneys representing the PLAINTIFF, the State of California and the PAGA GROUP MEMBERS in the ACTION.

- 1.19 **“PAGA COUNSEL FEES PAYMENT”** means the amount allocated to PAGA COUNSEL for its reasonable attorneys’ fees incurred to prosecute the ACTION, approved by the Court.
- 1.20 **“PAGA COUNSEL LITIGATION EXPENSES PAYMENT”** means the amount allocated to PAGA COUNSEL for its reasonable costs incurred to prosecute the ACTION, approved by the Court.
- 1.21 **“PAGA NOTICE”** means PLAINTIFF’s letter dated March 24, 2023 addressed to ALMANSOR and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 **“PAGA PERIOD”** means the period from March 24, 2022 to June 22, 2024.
- 1.23 **“PAGA PAY PERIODS”** means any pay period during which an AGGRIEVED EMPLOYEE worked for ALMANSOR for at least one day during the PAGA PERIOD.
- 1.24 **“PAGA RELEASED CLAIMS”** means all claims asserted in the ACTION, all claims asserted in the PAGA NOTICE sent by or on behalf of PLAINTIFF to the LWDA, all claims that could have been asserted in the ACTION (whether under federal law or state law) or any other claims under PAGA, based on the facts alleged, including but not limited to any and all claims for PAGA penalties based on the Labor Code sections asserted therein, including, PAGA PENALTIES for violations under the California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226(a), 226.3, 226.7, 233, 234, 246, 246.5, 247.5, 510, 512, 558, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1199, 2802, 2698, 2699, 2699.3, 2699.5 and/or the applicable IWC Wage Orders.
- 1.25 **“PAGA PENALTIES”** means the total amount of PAGA civil penalties to be paid from the NET SETTLEMENT AMOUNT, allocated as follows: 25% to the AGGRIEVED EMPLOYEES and 75% to LWDA in settlement of the ACTION.
- 1.26 **“PARTIES”** means PLAINTIFF and DEFENDANT collectively.
- 1.27 **“PLAINTIFF”** means ANTHONY GONZALEZ, the named plaintiff in the ACTION.
- 1.28 **“PLAINTIFF ENHANCEMENT PAYMENT”** means the payment in the amount of Ten Thousand Dollars (\$10,000.00) to PLAINTIFF for his work in bringing the ACTION and acting on behalf of the PAGA GROUP MEMBERS.
- 1.29 **“RELEASED PARTIES”** means ALMANSOR and its officers, directors, shareholders, owners, current and former employees, agents, representatives,

members, attorneys, insurers, re-insurers, assigns, affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated and/or deemed joint employers or jointly liable with ALMANSOR.

2. RECITALS.

- 2.1 Commencement of Action. On May 30, 2023, PLAINTIFF commenced the ACTION by filing a civil complaint in Los Angeles County Superior Court alleging multiple causes of action against ALMANSOR and seeking civil penalties, attorneys' fees and costs, pursuant to PAGA for the following alleged violations: (1) failure to pay straight, regular rate wages for all work performed; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay wages due at termination and during employment; (6) failure to comply with itemized employee wage statements; (7) failure to pay employees two times per month; (8) failure to reimburse for business expenses and (9) failure to adopt a compliant sick pay/paid time off policy. The Complaint is the operative complaint in the ACTION (the "Operative Complaint").
- 2.2 Notice to LWDA. Pursuant to Labor Code section 2699.3, subdivision (a), PLAINTIFF gave timely written notice to ALMANSOR and the LWDA by sending the PAGA NOTICE. The PAGA NOTICE alleged, inter alia, that ALMANSOR engaged in conduct which violated California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226(a), 226.3, 226.7, 233, 234, 246, 246.5, 247.5, 510, 512, 558, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1199, 2802, 2698, 2699, 2699.3, 2699.5 and/or the applicable IWC Wage Orders.
- 2.3 Defendant Denies Liability and Wrongdoing. This AGREEMENT represents a full compromise and settlement of highly disputed claims. Nothing in this AGREEMENT is intended or will be construed as an admission by ALMANSOR that PLAINTIFF's claims in the ACTION have merit or that ALMANSOR has any liability to PLAINTIFF, the state or to any of the PAGA GROUP MEMBERS. ALMANSOR denies any liability and wrongdoing of any kind associated with the alleged claims. Neither this settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this AGREEMENT, is, may be construed as, or may be used as, an admission, concession, or indication by or against any defendant in this ACTION of any unlawful conduct, fault, wrongdoing, or liability whatsoever. ALMANSOR specifically denies that it has engaged in any unlawful or wrongful conduct against PLAINTIFF or the PAGA GROUP MEMBERS.
- 2.4 Mediation. On April 9, 2024, the PARTIES participated in an all-day mediation presided over by experienced PAGA mediator Kelly Knight which ultimately led to this AGREEMENT to settle the ACTION.

- 2.5 Investigation. Prior to the mediation and prior to negotiating the terms of this AGREEMENT, the PARTIES conducted investigation and informal discovery of the relevant facts and law. Additionally, ALMANSOR produced documents relating to its wage-and-hour policies, practices, and procedures and an agreed upon sampling of AGGRIEVED EMPLOYEES' records including, but not limited to, time records, pay records, and information relating to the size and scope of the AGGRIEVED EMPLOYEES, as well as data permitting PLAINTIFF to understand the number of PAGA PERIODS. PAGA COUNSEL reviewed the records and conducted their own independent investigation of the facts and law.
- 2.6 Compromise of Disputed Claims. The PARTIES understand, acknowledge, and agree that this AGREEMENT constitutes a compromise of the claims alleged in the ACTION and/or in the LWDA NOTICE and that it is the desire and intention of the PARTIES to effect a final and complete resolution of the ACTION and the PAGA claims alleged therein against ALMANSOR and the RELEASED PARTIES. The PARTIES agree that representative treatment is for purposes of this Settlement only. If, for any reason, the COURT does not approve this settlement, ALMANSOR reserves all available defenses to the claims in the ACTION and PLAINTIFF reserves the right to contest ALMANSOR's defenses. This AGREEMENT and the 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 this AGREEMENT).
- 2.7 No Other Pending Matter. The PARTIES, PAGA COUNSEL and DEFENSE COUNSEL represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the SETTLEMENT.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Section 8 below, ALMANSOR agrees to pay Two Hundred Fifty-Thousand Dollars and Zero Cents (\$250,000.00) and no more as the GROSS SETTLEMENT AMOUNT to settle the ACTION. ALMANSOR has no obligation to pay the GROSS SETTLEMENT AMOUNT prior to the deadline stated in Section 4.3 of this AGREEMENT. The ADMINISTRATOR will disburse the entire GROSS SETTLEMENT AMOUNT without asking or requiring AGGRIEVED EMPLOYEES to submit any claim as a condition of payment. None of the GROSS SETTLEMENT AMOUNT will revert back to ALMANSOR.
- 3.2 Payments from the Gross Settlement Amount. The ADMINISTRATOR will make and deduct the following payments from the GROSS SETTLEMENT AMOUNT, in the amounts specified by the COURT in the Final Approval Order:
- 3.2.1 Plaintiff Enhancement Payment: In consideration for PLAINTIFF's participation in and assistance in the ACTION and a Civil Code section 1542 waiver and release

of all known and unknown claims by PLAINTIFF as set forth in section 5.1.1 below, PLAINTIFF shall receive Ten Thousand Dollars (\$10,000.00) (“PLAINTIFF ENHANCEMENT PAYMENT”) from the GROSS SETTLEMENT AMOUNT. The PLAINTIFF ENHANCEMENT PAYMENT shall be reported on IRS Form 1099. PLAINTIFF will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph and agrees to hold RELEASED PARTIES harmless and to indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the payments made pursuant to this paragraph. This AGREEMENT is not contingent upon the COURT awarding PLAINTIFF any particular amount for the PLAINTIFF ENHANCEMENT PAYMENT. If the COURT reduces or does not approve the requested PLAINTIFF ENHANCEMENT PAYMENT, this AGREEMENT will remain binding on the PARTIES and the amount not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. If the COURT does not approve the PLAINTIFF ENHANCEMENT PAYMENT in the amount requested in this paragraph, none of the RELEASED PARTIES shall be liable to PLAINTIFF for the unapproved amount. ALMANSOR does not oppose an application by PLAINTIFF for the PLAINTIFF ENHANCEMENT PAYMENT in the amount identified in this paragraph.

3.2.2 PAGA Counsel.

3.2.2.1 Attorney’s Fees: A PAGA COUNSEL FEES PAYMENT of not more than one third (33.33%) of the GROSS SETTLEMENT AMOUNT, which is currently estimated to be Eighty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$83,333.33).

3.2.2.2 PAGA Litigation Expenses Payment: PAGA COUNSEL LITIGATION EXPENSES PAYMENT of Twelve Thousand Five Hundred Dollars (\$12,500) from the GROSS SETTLEMENT AMOUNT.

3.2.2.3 Unapproved Amounts Revert to Net Settlement Amount: If the COURT reduces or does not approve the requested PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested above, this AGREEMENT will remain binding on the PARTIES and the amount(s) not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. This AGREEMENT is not contingent upon the COURT awarding PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested. If the COURT does not approve the PAGA COUNSEL FEES PAYMENT and/or the PAGA COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested above, none of the RELEASED PARTIES shall be liable for the

unapproved amount. ALMANSOR does not oppose an application by PAGA COUNSEL for an award of PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT, provided that the amounts requested do not exceed the amounts identified above in sections 3.2.2.1 and 3.2.2.2.

- 3.2.2.4 PAGA Counsel Responsibilities: PAGA COUNSEL will be responsible for submitting all documents and/or briefs to support their request for PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT. Additionally, PAGA COUNSEL will be solely and legally responsible to pay all applicable taxes on the PAGA COUNSEL FEES PAYMENT and/or PAGA COUNSEL LITIGATION EXPENSES PAYMENT they receive and to hold harmless and indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the payments made pursuant to sections 3.2.2.1 and/or 3.2.2.2 above. The Administrator will issue an IRS Form 1099- MISC to PAGA COUNSEL for the payments made pursuant to sections 3.2.2.1 and 3.2.2.2 of this AGREEMENT. The RELEASED PARTIES shall not be liable for any claim by any third party claiming entitlement to some or all of the PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT. PAGA COUNSEL and PLAINTIFF agree to hold RELEASED PARTIES harmless from any dispute or controversy regarding any division or sharing of any of the payments referenced in this AGREEMENT.
- 3.2.3 To the Administrator: An ADMINISTRATION EXPENSES PAYMENT not to exceed \$5,000 to the ADMINISTRATOR. If the COURT reduces or does not approve the requested ADMINISTRATION EXPENSES PAYMENT in the amount requested, this AGREEMENT will remain binding on the PARTIES and the amount not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. This AGREEMENT is not contingent upon the COURT awarding ADMINISTRATION EXPENSES PAYMENT in the amount requested. If the COURT does not approve the ADMINISTRATION EXPENSES PAYMENT in the amount requested above, none of the RELEASED PARTIES shall be liable for the unapproved amount. ALMANSOR does not oppose an application by the ADMINISTRATOR or PAGA COUNSEL for an award of ADMINISTRATION EXPENSES PAYMENT, provided that the amount requested does not exceed the amounts identified in this paragraph. Additionally, the ADMINISTRATOR will be solely and legally responsible to pay all applicable taxes on the ADMINISTRATION EXPENSES PAYMENT they receive and to hold harmless and indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the ADMINISTRATION EXPENSES PAYMENT.

- 3.3 Net Settlement Amount to the LWDA and PAGA Group Members: The NET SETTLEMENT AMOUNT after deducting the ADMINISTRATION EXPENSES PAYMENT, PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT and the PLAINTIFF ENHANCEMENT PAYMENT from the Gross Settlement is estimated to be at least \$139,166.67 (“Net Settlement Amount”). Subject to COURT approval, the NET SETTLEMENT AMOUNT shall be distributed by the ADMINISTRATOR as follows:
- 3.3.1 LWDA Distribution: 75% of the NET SETTLEMENT AMOUNT shall be distributed to the LWDA. Accordingly, approximately \$104,375 will be paid to the LWDA (“LWDA PAGA PAYMENT”).
- 3.3.2 Distribution to PAGA Group Members: 25% of the NET SETTLEMENT AMOUNT shall be distributed to the PAGA GROUP MEMBERS on a pro-rata basis based upon the number of pay periods worked by the individual AGGRIEVED EMPLOYEE during the PAGA PERIOD (“INDIVIDUAL PAGA PAYMENT”). Each AGGRIEVED EMPLOYEE’s INDIVIDUAL PAGA PAYMENT will be calculated by the ADMINISTRATOR based on the information to be provided by ALMANSOR. If an AGGRIEVED EMPLOYEE worked only a portion of a pay period during the PAGA PERIOD, they will get credit for the whole pay period. If an AGGRIEVED EMPLOYEE did not work at all during an entire PAGA pay period, that/those pay period(s) will be excluded from their pro-rata share. The INDIVIDUAL PAGA PAYMENT to the PAGA GROUP MEMBERS are in settlement of the claims for civil penalties alleged and/or sought in the ACTION and the PAGA NOTICE and in exchange for their release of the PAGA RELEASED CLAIMS within the PAGA PERIOD.
- 3.3.2.1 Taxability on Individual PAGA Payment: Each AGGRIEVED EMPLOYEE assumes full responsibility and liability for any taxes owed on their INDIVIDUAL PAGA PAYMENT. The PARTIES agree that 100% of the INDIVIDUAL PAGA PAYMENT shall be allocated to penalties. The ADMINISTRATOR will be responsible for meeting tax reporting obligations including the issuance of IRS Form 1099 as appropriate. No later than January 31 of the year following payment of the GROSS SETTLEMENT AMOUNT, the ADMINISTRATOR will prepare and issue an IRS Form 1099 to the recipients, including itself, who received a payment under this AGREEMENT, to the extent the payments require issuance of such a form under applicable law.
- 3.4 Settlement Awards Do Not Trigger Additional Benefits. It is expressly understood and agreed that the receipt of an INDIVIDUAL PAGA PAYMENT under this AGREEMENT will not entitle any PAGA GROUP MEMBER or PLAINTIFF to additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the AGREEMENT.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 PAGA Group Member Pay Periods. Based on a review of its records, ALMANSOR estimates that as of April 9, 2024 (mediation date) there were 83 AGGRIEVED EMPLOYEES who worked approximately 3,325 PAGA PAY PERIODS. As of June 22, 2024, there are still 83 AGGRIEVED EMPLOYEES who worked within the PAGA PERIOD.
- 4.2 Aggrieved Employee Data. Within fifteen (15) business days after the COURT issues its Order approving this SETTLEMENT, ALMANSOR will deliver the AGGRIEVED EMPLOYEE DATA to the ADMINISTRATOR in the form of a Microsoft Excel spreadsheet. To protect AGGRIEVED EMPLOYEES' privacy rights, the ADMINISTRATOR must maintain the AGGRIEVED EMPLOYEE DATA in confidence, use the AGGRIEVED EMPLOYEE DATA only for purposes of this settlement and for no other purpose and restrict access to the AGGRIEVED EMPLOYEE DATA to ADMINISTRATOR employees who need access to the AGGRIEVED EMPLOYEE DATA to effect and perform under this AGREEMENT.
- 4.3 Deadline for Funding of Gross Settlement Amount. ALMANSOR shall fully fund the GROSS SETTLEMENT AMOUNT by transmitting the funds to the ADMINISTRATOR no later than twenty (20) business days after the EFFECTIVE DATE.
- 4.4 Deadline and Method for Distribution of the Gross Settlement Amount: Within fourteen (14) business days after ALMANSOR funds the GROSS SETTLEMENT AMOUNT, the ADMINISTRATOR will mail checks for all INDIVIDUAL PAGA PAYMENTS, the LWDA PAGA PAYMENT, the ADMINISTRATION EXPENSES PAYMENT, PLAINTIFF ENHANCEMENT PAYMENT, the PAGA COUNSEL FEES PAYMENT and the PAGA COUNSEL LITIGATION EXPENSES PAYMENT. The checks will be sent via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The ADMINISTRATOR will cancel all checks not cashed by the void date. Before mailing any checks, the ADMINISTRATOR must update the recipients' mailing addresses using the National Change of Address Database. See Section 7 below, for additional ADMINISTRATOR duties and responsibilities.

5. RELEASE OF CLAIMS.

- 5.1 Effective Date of Release of Claims: Effective on the date when ALMANSOR fully funds the entire GROSS SETTLEMENT AMOUNT, PLAINTIFF, LWDA, PAGA GROUP MEMBERS and PAGA COUNSEL will release claims against all Released PARTIES as follows:

5.1.1 Plaintiff's General Release. Upon ALMANSOR's fulfillment of the GROSS SETTLEMENT PAYMENT under Section 4 of this AGREEMENT which includes PLAINTIFF ENHANCEMENT PAYMENT, PLAINTIFF, on behalf of himself and his former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns, forever releases, remises and discharges ALMANSOR and the Released PARTIES from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney's fees and costs), transactions, occurrences, known and unknown, at law or in equity, which he and/or they may now have, including, but not limited to: claims arising out of or in any way connected with PLAINTIFF's employment with ALMANSOR including, but, not limited to, the PAGA RELEASED CLAIMS, claims that were asserted in the ACTION or could have been asserted and any and all transactions, occurrences or matters between the PARTIES occurring prior to the date this AGREEMENT is fully executed. Without limiting the generality of the foregoing, this release includes, but is not limited to, any and all claims under the: (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Family Rights Act and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("Plaintiff's General Release"). With respect to Plaintiff's General Release, PLAINTIFF stipulates and agrees that, upon ALMANSOR's fulfillment of its settlement payment obligations under this AGREEMENT, PLAINTIFF shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

5.1.1.1 Plaintiff's Release of Known and Unknown Claims: PLAINTIFF understands the significance and consequences of a California Civil Code Section 1542 waiver, and understands that he hereby waives all claims, known or unknown, suspected or unsuspected against ALMANSOR and RELEASED PARTIES. PLAINTIFF alone shall assume full responsibility for any damages or losses caused by this waiver. Plaintiff's General 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. 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 General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or PLAINTIFF's discovery of them.

5.1.2 Release by LWDA and PAGA Group Members. In exchange for the consideration (NET SETTLEMENT AMOUNT) provided for by this AGREEMENT to the LWDA and the PAGA GROUP MEMBERS, upon the Effective Date and full funding of the GROSS SETTLEMENT AMOUNT, the LWDA and the PAGA GROUP MEMBERS on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, hereby release ALMANSOR and the RELEASED PARTIES from the PAGA RELEASED CLAIMS during the PAGA PERIOD.

5.1.3 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 and costs incurred in connection with the ACTION and the PAGA NOTICE.

5.2 No Right to Opt Out. The PARTIES agree that there is no statutory right for any PAGA GROUP MEMBER to opt out or otherwise exclude himself or herself from the AGREEMENT.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Responsibilities of PAGA Counsel. PAGA COUNSEL is responsible for expeditiously preparing, finalizing and filing the application or motion for approval

of this settlement with the COURT 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 of this settlement to the ADMINISTRATOR and DEFENSE COUNSEL.

- 6.2 Duty to Cooperate. If the PARTIES disagree on any aspect of the proposed application or motion for approval of this AGREEMENT 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 AGREEMENT 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.
- 6.3 Submission of Settlement to LWDA. Within five (5) business days after the execution of the AGREEMENT and its submission to the COURT for approval by Motion, PAGA COUNSEL shall submit the AGREEMENT to the LWDA through its on-line procedures, and shall provide DEFENSE COUNSEL with a copy of the LWDA's acknowledgment of receipt of the AGREEMENT.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The PARTIES have jointly selected Simpluris to serve as the ADMINISTRATOR and verified that, as a condition of appointment, Simpluris 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 respective 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 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.
- 7.3 Administrator Duties. In addition to all the other ADMINISTRATOR duties identified in this AGREEMENT, the ADMINISTRATOR has the following duties and responsibilities under this AGREEMENT: (a) preparing, printing, and mailing the Notice of Individual Shares to the PAGA GROUP MEMBERS in a form substantially similar to **Exhibit A** appended hereto and/or as modified and approved by the COURT; (b) calculating the pro-rata share for each PAGA GROUP

MEMBER based upon the pay periods worked in California by the PAGA GROUP MEMBER within the PAGA PERIOD; (c) performing skip traces and/or using other more up to date technology to find current address information; (d) remailing Notice of Individual Shares to the PAGA GROUP MEMBERS following a skip trace; (e) calculating and mailing each PAGA GROUP MEMBERS' INDIVIDUAL PAGA PAYMENT; (f) mailing the LWDA's portion of the NET SETTLEMENT AMOUNT; (g) distributing the PAGA COUNSEL FEES PAYMENT and the PAGA COUNSEL LITIGATION EXPENSES PAYMENT to PAGA COUNSEL; (h) distributing the PLAINTIFF ENHANCEMENT PAYMENT to PLAINTIFF; (i) providing the applicable IRS 1099 forms; (j) providing a due diligence declaration for submission to the COURT upon completion of the Settlement Payment distribution; (k) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unclaimed Property Fund in the name of the PAGA GROUP MEMBER; (l) providing DEFENSE COUNSEL a copy of each Notice sent to each PAGA GROUP MEMBER identifying their individual PAGA settlement share; (m) providing ALMANSOR and/or its counsel at their request, copies of any and all documents confirming the ADMINISTRATOR performed all duties and responsibilities as provided for in this AGREEMENT; (n) ensuring that the PAGA GROUP MEMBERS' data is properly secured to avoid a data breach or privacy violation; (o) abiding by its fiduciary duties under this AGREEMENT; (p) responding to inquiries from PAGA GROUP MEMBERS; (q) providing information to counsel as necessary and/or (r) performing other tasks as the PARTIES mutually agree. The ADMINISTRATOR must conduct an AGGRIEVED EMPLOYEE Address Search for all AGGRIEVED EMPLOYEES whose checks are returned undelivered without USPS forwarding address. Within seven (7) business 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 AGGRIEVED EMPLOYEE ADDRESS SEARCH. The ADMINISTRATOR need not take further steps to deliver checks to AGGRIEVED EMPLOYEES whose remailed checks are returned as undelivered. The ADMINISTRATOR shall promptly send a replacement check to any AGGRIEVED EMPLOYEE whose original check was lost or misplaced, requested by the AGGRIEVED EMPLOYEE prior to the void date. For any AGGRIEVED EMPLOYEE whose INDIVIDUAL PAGA PAYMENT check is uncashed and cancelled after the void date, the ADMINISTRATOR shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the AGGRIEVED EMPLOYEE.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Aggrieved Employee Size: Based on its records, ALMANSOR estimates that, as of June 22, 2024, there are 83 AGGRIEVED EMPLOYEES who worked approximately 3,651 Pay Periods during the PAGA PERIOD.

- 8.2 Escalator Clause: This Settlement is based upon no more than 3,657 pay periods by PAGA GROUP MEMBERS through June 22, 2024. Should the number of such pay periods as of the end of the PAGA PERIOD exceed 3,657 pay periods, DEFENDANT shall increase the GROSS SETTLEMENT AMOUNT to account for the pay periods exceeding 3,657, or alternatively, at ALMANSOR's sole election, exclude from the PAGA PERIOD any pay period after reaching 3,657 pay periods.

9. CONTINUING JURISDICTION OF THE COURT:

- 9.1 Continuing Jurisdiction. The PARTIES agree that, after entry of Judgment, the COURT will retain jurisdiction over the PARTIES, ACTION and this 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.
- 9.2 Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this AGREEMENT, specifically including PLAINTIFF'S ENHANCEMENT PAYMENT, PAGA COUNSEL FEES PAYMENT and PAGA COUNSEL LITIGATION EXPENSES PAYMENT, the PARTIES, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the PARTIES' obligations to perform under this AGREEMENT will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the NET SETTLEMENT AMOUNT.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes: This AGREEMENT represents a compromise and settlement of highly disputed claims. Nothing in this AGREEMENT is intended or should be construed as an admission by ALMANSOR that any of the allegations in the ACTION or PAGA NOTICE have merit or that ALMANSOR has any liability for any claims asserted; nor should it be intended or construed as an admission by PLAINTIFF that ALMANSOR'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, ALMANSOR reserves all available defenses to the claims in the ACTION, and PLAINTIFF reserves the right to contest ALMANSOR'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 this AGREEMENT).

- 10.2 Integrated Agreement. Upon execution by all PARTIES and their counsel, this AGREEMENT together with its attached exhibit shall constitute the entire agreement between the PARTIES relating to the settlement of the ACTION, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Agreement Conditioned on Court Approval. This AGREEMENT is subject to and conditioned upon obtaining COURT approval under Labor Code Section 2699. The PARTIES expressly acknowledge that the COURT's approval of this AGREEMENT is a condition precedent to any payments described in this AGREEMENT.
- 10.4 Attorney Authorization. PAGA COUNSEL and DEFENSE COUNSEL separately warrant and represent that they are authorized by PLAINTIFF and ALMANSOR, respectively, to take all appropriate action required or permitted to be taken by such PARTIES pursuant to this AGREEMENT to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this AGREEMENT including any amendments to this AGREEMENT.
- 10.5 Cooperation. The PARTIES and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the AGREEMENT, submitting supplemental evidence and supplementing points and authorities as requested by the COURT. In the event the PARTIES are unable to agree upon the form or content of any document necessary to implement the settlement, or on any modification of the AGREEMENT that may become necessary to implement the settlement, the PARTIES will seek the assistance of a mediator and/or the COURT for resolution.
- 10.6 No Prior Assignments. The PARTIES separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.7 No Tax Advice. Neither PLAINTIFF, PAGA COUNSEL, ALMANSOR nor DEFENSE COUNSEL are providing any advice regarding taxes or taxability, nor shall anything in this settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.8 Modification of Agreement. This AGREEMENT, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all PARTIES or their representatives, and approved by the COURT.
- 10.9 Agreement Binding on Successors. This AGREEMENT will be binding upon, and inure to the benefit of, the successors of each of the PARTIES.
- 10.10 Applicable Law. All terms and conditions of this AGREEMENT and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The PARTIES have cooperated in 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.
- 10.12 Confidentiality. To the extent permitted by law, all agreements made and orders entered during ACTION and in this AGREEMENT relating to the confidentiality of information shall survive the execution of this AGREEMENT.
- 10.13 No Public Comment. PLAINTIFF and PAGA COUNSEL will not make any public disclosure of the settlement or this AGREEMENT, except through the public filing for COURT approval of this AGREEMENT, until after the COURT enters an order approving the settlement and judgment. The PARTIES will use their best efforts to reach agreement on all COURT filings. PAGA COUNSEL will take all steps necessary to ensure the PLAINTIFF is aware of, and will ensure that he adheres to the restrictions against public comment on the settlement.
- 10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA COUNSEL pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA COUNSEL by ALMANSOR 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 California Rules of Court rule. Not later than 90 days after the ADMINISTRATOR discharges its obligation to pay out all of the settlement funds, PAGA COUNSEL shall destroy all paper and electronic versions of AGGRIEVED EMPLOYEE DATA received from ALMANSOR unless, prior to the ADMINISTRATOR's payment of all settlement funds, ALMANSOR makes a written request to PAGA COUNSEL for the return, rather than the destruction, of AGGRIEVED EMPLOYEE DATA.

- 10.15 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.
- 10.16 Business Days. Unless otherwise noted, all reference to “days” in this AGREEMENT shall be to business days, defined as Monday through Friday. 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.
- 10.17 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:

David Mara
Matthew Crawford
MARA LAW FIRM, PC
2650 Camino del Rio North
Suite 205
San Diego, CA 92108
(619) 234-2833

To ALMANSOR:

Lizbeth Ochoa
FISHER & PHILLIPS, LLP
2050 Main Street
Suite 1000
Irvine, CA 92614
(949) 851-2424

- 10.18 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.
- 10.19 Voiding the Settlement. A failure of the COURT to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to PLAINTIFF and ALMANSOR, at the option of PLAINTIFF or ALMANSOR.

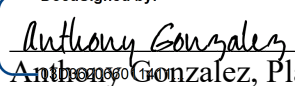
Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the COURT within fifteen (15) COURT days after the Order granting approval of the settlement has been received by the party seeking to void the settlement.

- 10.20 Amendments. The terms and provisions of this AGREEMENT may be amended only by a written agreement that is signed by: (a) PLAINTIFF, (b) PAGA COUNSEL, (c) ALMANSOR and (d) DEFENSE COUNSEL who executed this AGREEMENT and (e) approved by the COURT. Any waiver of any provision of this AGREEMENT shall not constitute a waiver of any other provision of this AGREEMENT unless expressly so indicated otherwise.
- 10.21 Agreement Binding on Successors. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and the RELEASED PARTIES hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.
- 10.22 Integration Clause. This AGREEMENT regarding settlement of PLAINTIFF's ACTION contains the entire agreement between the PARTIES relating to the settlement and transaction contemplated hereby, and prior or contemporaneous written agreements are merged herein. No rights hereunder may be waived except in writing.
- 10.23 California Law. All terms of this AGREEMENT will be governed by and interpreted according to the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary or supplement the terms of this AGREEMENT.
- 10.24 Invalidity of Any Provision; Severance. If any provision, term, section, or paragraph of this AGREEMENT shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all PARTIES. If any provision, term, section or paragraph of this AGREEMENT is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, terms, section or paragraph is enforceable to the extent possible while maintaining the objective intent of the AGREEMENT.
- 10.25 Breach. In the event of a breach of any provision of this AGREEMENT, any Party reserves the right to institute an action specifically to enforce any term of this AGREEMENT or seek damages for breach. In an action to enforce any term of this AGREEMENT or to seek damages for breach of this AGREEMENT, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

10.26 Stay of Litigation. The PARTIES agree that upon the execution of this AGREEMENT the litigation of the ACTION shall be stayed, except to effectuate the terms of this AGREEMENT. Further, that pursuant to Code of Civil Procedure section 583.330, upon signing of this AGREEMENT, the date to bring this case to trial under Code of Civil Procedure section 583.310 is extended for the entire period of this settlement process.

10.27 Voluntary Agreement. The PARTIES expressly declare and represent that they have read this AGREEMENT and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The PARTIES further expressly declare and represent that they understand the content and effect of this AGREEMENT and that they approve and accept the terms and conditions contained herein, and that the AGREEMENT is executed freely and voluntarily.

Dated: 7/11/2024

DocuSigned by:

Anthony Gonzalez, Plaintiff

ALMANSOR COURT INC.

Dated:

By: _____

Name: _____

Title: Authorized Representative of Almansor Court, Inc., Defendant

[additional signatures on next page]

Dated: July 11, 2024

MARA LAW FIRM, PC

By: 

David Mara
Matthew Crawford
*Attorneys for Plaintiff, LWDA and
Aggrieved Employees*

Dated:

FISHER & PHILLIPS LLP

By: _____
Lizbeth Ochoa
Attorneys for DEFENDANT

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Dated:

Anthony Gonzalez, Plaintiff

ALMANSOR COURT INC.

Dated: July 1, 2024

By: _____

Name: Brad Perrin

Title: Authorized Representative of Almansor Court, Inc., Defendant

[additional signatures on next page]

Dated:

MARA LAW FIRM, PC

By: _____
David Mara
Matthew Crawford
*Attorneys for Plaintiff, LWDA and
Aggrieved Employees*

Dated: July 1, 2024

FISHER & PHILLIPS LLP

By:  _____
Lizbeth Ochoa
Attorneys for DEFENDANT

Exhibit A

1
2
3
4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **FOR THE COUNTY OF LOS ANGELES**

6 ANTHONY GONZALEZ, on behalf of himself
7 and all others similarly situated, and on behalf of
8 the general public,

9 *Plaintiff,*

10 vs.

11 ALMANSOR COURT, INC. and DOES 1-100,
12

13 *Defendants.*

CASE NO. 23STCV12272

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

14 **[INSERT AGGRIEVED EMPLOYEE NAME
15 AND ADDRESS]**

16 **Dear [insert aggrieved employee name]:**

17 The enclosed check is your proportionate share of a court-approved representative action settlement
18 between Plaintiff Anthony Gonzalez (**“Plaintiff”**) and Defendant Almansor Court, Inc. (**“Defendant”**).
19 Plaintiff filed a lawsuit against Defendant as the representative of the State of California and other current
20 and former employees who performed work in California as a non-exempt hourly paid employee for
21 Defendant at any time between March 24, 2022 and June 22, 2024. The lawsuit was filed in Los Angeles
22 County Superior Court Case No. 23STCV12272. Plaintiff asserted claims against Defendant under
23 California Labor Code section 2698, et seq., also known as the California Private Attorneys General Act
24 (**“PAGA”**), based on the alleged failure by Defendant to pay straight, regular rate wages for all work
25 performed; failure to pay all overtime wages; failure to provide meal periods; failure to provide rest periods;
26 failure to pay wages due at termination and during employment; failure to comply with itemized employee
27 wage statements; failure to pay employees two times per month; failure to reimburse for business expenses
28 and failure to adopt a compliant sick pay/paid time off policy. Defendant denies that it violated the law in
any way but agreed to enter into a settlement to avoid the cost and disruption of litigation.

1 As a current or former hourly paid non-exempt employee who performed work in California for
2 Defendant at any time between March 24, 2022 and June 22, 2024 (**"PAGA Period"**), you are covered by
3 this settlement. Per the Court's final judgment in this case, all people covered by the settlement have released
4 any and all claims against Defendant and its officers, directors, shareholders, owners, current and former
5 employees, agents, representatives, members, attorneys, insurers, re-insurers, assigns, affiliates and any and
6 all other entities with whom they have been, are now, or may hereafter be affiliated and/or deemed joint
7 employers or jointly liable with Defendant (**"Released Parties"**) for civil penalties under PAGA arising
8 from the alleged violations of Labor Code §§ 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226(a),
9 226.3, 226.7, 233, 234, 246, 246.5, 247.5, 510, 512, 558, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197,
10 1197.1, 1199, 2802, 2698, 2699, 2699.3, 2699.5 and/or the applicable IWC Wage Orders (**"Released
11 Claims"**). This means you are not able to pursue a PAGA lawsuit against Defendant or the Released Parties
12 based on such Released Claims. The only individual claims that have been released are those of Plaintiff,
13 and no other individual claims are released.

14 The enclosed check is your share of the settlement. The payment amount was calculated based on
15 the number of pay periods you worked for Defendant as a non-exempt hourly paid employee during the
16 PAGA Period. Because this calculation was approved by the Court, the amount of your payment is final and
17 cannot change. Enclosed with your check is an IRS Form 1099, if applicable. Please note that no taxes were
18 withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should
19 consult with your own tax accountant with regard to any questions that you may have concerning any taxes
20 that may be due. Further, you are bound by the settlement and release of claims based on the Court's final
21 judgment whether or not you cash or deposit the enclosed check. Please cash or deposit the check on or
22 before its printed void date. Funds represented by settlement checks remaining uncashed for more than 180
23 days after issuance will be transmitted to the California State Controller's Office for Unclaimed Property in
24 the name of the employee. If your check is lost or misplaced, you should contact the Settlement
25 Administrator immediately to request a replacement.

26 If you have any questions or would like more information about the settlement or this lawsuit, you
27 may contact the Settlement Administrator at _____. Please note that the
28 Settlement Administrator cannot provide tax advice.

Exhibit 2

~~[MODEL] PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT~~
~~AGREEMENT~~ **AGREEMENT AND RELEASE**

This ~~Private Attorneys General Act (PAGA)~~ Settlement Agreement ~~("and Release"~~ ("Agreement")) is made by and between plaintiff ~~_____~~ (~~Plaintiff~~ and defendant ~~XYZ~~ ~~("XYZ")~~ **ANTHONY GONZALEZ ("PLAINTIFF")**, individually and on behalf of the state of California and similarly situated aggrieved employees (as defined below) and Defendant **ALMANSOR COURT, INC. ("ALMANSOR")**. The ~~Agreement~~ **AGREEMENT** refers to **PLAINTIFF** and ~~XYZ~~ **ALMANSOR** collectively as ~~"Parties," "PARTIES,"~~ or individually as ~~"Party."~~

1. DEFINITIONS.

~~1.1.1.1~~ **"ACTION"** means ~~the Plaintiff's~~ **PLAINTIFF's** PAGA lawsuit alleging wage and hour violations against ~~XYZ~~ **ALMANSOR** captioned ~~_____~~ *Anthony Gonzalez, on behalf of himself and all others similarly situated and on behalf of the general public, v. Almansor Court, Inc., et al., Case No. 23STCV12272* initiated on ~~_____~~ **May 30, 2023** and pending in ~~the~~ Superior Court of the State of California, County of Los Angeles.

~~1.2.1.2~~ **"ADMINISTRATOR"** means ~~_____~~ **Simpluris, Inc. ("Simpluris")**, the neutral entity the ~~Parties~~ **PARTIES** have agreed to appoint to administer the Settlement.

~~1.3.1.3~~ **"Administration Expenses Payment"** **ADMINISTRATION EXPENSES PAYMENT** means the amount the ~~Administrator~~ **ADMINISTRATOR** will be paid from the ~~Gross Settlement Amount~~ **GROSS SETTLEMENT AMOUNT** to reimburse its reasonable fees and expenses in accordance with the ~~Administrator's~~ **ADMINISTRATOR's** "not to exceed" bid submitted to the ~~Court~~ **COURT** in connection with approval of this Settlement.

~~1.4.1.4~~ **"AGGRIEVED EMPLOYEE"** means ~~[e.g., a person,]~~ **"AGGRIEVED EMPLOYEES"** or **"PAGA GROUP MEMBERS"** mean all persons within the State of California who are or were employed by ~~XYZ~~ in California and classified ~~ALMANSOR~~ as ~~_____~~ who worked for ~~XYZ~~ hourly paid non-exempt employees during any portion of the PAGA ~~Period~~ **PERIOD** (defined below in 1.22).

~~1.5.1.5~~ **"AGGRIEVED EMPLOYEE DATA"** means ~~Aggrieved Employee~~ **AGGRIEVED EMPLOYEE** identifying information in ~~XYZ's~~ **ALMANSOR's** possession including the ~~Aggrieved Employee's~~ **AGGRIEVED EMPLOYEE's** name, last-known mailing address, Social Security ~~social security~~ number, and number of PAGA ~~Pay Periods~~ **PAY PERIODS** within the PAGA **PERIOD**.

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~~1.6.1.6~~ **"AGGRIEVED EMPLOYEE ADDRESS SEARCH"** means the ~~Administrator's~~ **ADMINISTRATOR's** investigation and search for current ~~Aggrieved Employee~~ **AGGRIEVED EMPLOYEE** mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the ~~Administrator~~ **ADMINISTRATOR** with ~~Aggrieved Employees~~ **AGGRIEVED EMPLOYEES**.

~~1.7~~ **"Court"** **"AGREEMENT"** or **"SETTLEMENT"** means this Private Attorneys General Act Settlement Agreement and Release.

~~1.8~~ **"ALMANSOR"** or **"DEFENDANT"** means named defendant Almansor Court, Inc.

~~1.7.1.9~~ **"COURT"** means the Superior Court of California, County of Los Angeles.

~~1.8.1.10~~ **"DEFENSE COUNSEL"** means _____; means Lizbeth Ochoa, Esq., of FISHER & PHILLIPS, LLP.

~~1.9~~ **"EFFECTIVE DATE"** means the date ~~by when both of the following have occurred:~~ (a) the Court ~~enters~~has (1) approved the settlement terms and (2) issues a Judgment on its Order Approving in the action. The Parties agree that there is no right to opt-out or object to this PAGA Settlement and (b). It is therefore the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

~~1.11~~ **"Gross Settlement Amount"** means \$ _____ which is the total amount XYZ agrees to pay under the Settlement except as provided in Paragraph 9 below. ~~The Gross~~Parties' intention that this Settlement Amount ~~will~~shall be used to pay final at the time of Court Approval and Entry of Judgment.

~~1.12~~ **"GROSS SETTLEMENT AMOUNT"** means Two Hundred Fifty-Thousand Dollars and Zero Cents (\$250,000.00) which is the total amount ALMANSOR agrees to pay under this AGREEMENT.

~~1.10~~ **"INDIVIDUAL PAGA Payments, the LWDA PAGA PAYMENT, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment."**

~~1.11.1.13~~ **"Individual PAGA Payment"** means ~~the Aggrieved Employee's~~each **AGGRIEVED EMPLOYEE's** pro-rata share of 25% of the PAGA ~~Penalties~~**PENALTIES** calculated according to the number of Pay Periods the ~~Aggrieved Employee~~**AGGRIEVED EMPLOYEE** worked during the PAGA ~~Period~~**PERIOD**.

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~~1.12.~~ "Judgment" means the judgment entered by the Court based upon the Final Approval.

~~1.13, 1.14~~ "~~LWDA~~" means the California Labor and Workforce Development Agency, ~~the~~ agency entitled, under Labor Code section 2699, subd. (i).

~~1.14, 1.15~~ "~~LWDA PAGA Payment~~" **PAYMENT** means the 75% of the PAGA Penalties **PENALTIES** paid to the LWDA under Labor Code section 2699, ~~subd. subdivision~~ (i).

~~1.15, 1.16~~ "~~NET SETTLEMENT AMOUNT~~" means the ~~Gross Settlement Amount~~ **GROSS SETTLEMENT AMOUNT**, less the following payments in the amounts approved by the Court: ~~Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.~~ **COURT: (1) PAGA COUNSEL FEES PAYMENT; (2) PLAINTIFF ENHANCEMENT PAYMENT; (3) PAGA COUNSEL LITIGATION EXPENSES PAYMENT and (4) the ADMINISTRATION EXPENSES PAYMENT.** The remainder is to be paid to ~~Aggrieved Employees as Individual PAGA Payments.~~ **LWDA and PAGA GROUP MEMBERS.**

~~1.17~~ "**PAGA**" means the Private Attorneys General Act (Lab. Code, § 2698. ~~et seq.~~).

~~1.16, 1.18~~ "~~PAGA COUNSEL~~" means ~~_____~~," means ~~David Mara, Esq., Matthew Crawford, Esq. of MARA LAW FIRM, PC, the attorneys representing the Plaintiff~~ **PLAINTIFF**, the State of California and the **PAGA GROUP MEMBERS** in the ~~Action.~~ **ACTION**.

~~1.17, 1.19~~ "~~PAGA Counsel Fees Payment~~" and "~~PAGA Counsel Litigation Expenses Payment~~" mean the amounts ~~"PAGA COUNSEL FEES PAYMENT" means the amount allocated to PAGA Counsel~~ **COUNSEL** for ~~reimbursement of its~~ reasonable ~~attorneys' attorneys' fees and expenses, respectively, incurred to prosecute the Action.~~ **ACTION**, approved by the Court.

~~1.18.~~ "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for XYZ for at least one day during the PAGA Period.

~~1.19.~~ "PAGA Period" means the period from _____ to _____

~~1.20, 1.1~~ "~~PAGA~~" means the Private Attorneys General Act (Labor Code §§ 2698. ~~"PAGA COUNSEL LITIGATION EXPENSES PAYMENT"~~ ~~et seq.~~).

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1.20 ~~"PAGA Notice"~~ means ~~Plaintiffs~~ the amount allocated to PAGA COUNSEL for its reasonable costs incurred to prosecute the ACTION, approved by the Court.

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~~1.21, 1.22~~ 1.21 "PAGA NOTICE" means PLAINTIFF's letter to XYZ dated March 24, 2023, addressed to ALMANSOR and the LWDA ~~[and Plaintiffs letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, ~~subd. subdivision~~ (a).

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1.22 ~~"PAGA Penalties"~~ "PAGA PERIOD" means the period from March 24, 2022 to June 22, 2024.

1.23 "PAGA PAY PERIODS" means any pay period during which an AGGRIEVED EMPLOYEE worked for ALMANSOR for at least one day during the PAGA PERIOD.

1.24 "PAGA RELEASED CLAIMS" means all claims asserted in the ACTION, all claims asserted in the PAGA NOTICE sent by or on behalf of PLAINTIFF to the LWDA, all claims that could have been asserted in the ACTION (whether under federal law or state law) or any other claims under PAGA, based on the facts alleged, including but not limited to any and all claims for PAGA penalties based on the Labor Code sections asserted therein, including, PAGA PENALTIES for violations under the California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226(a), 226.3, 226.7, 233, 234, 246, 246.5, 247.5, 510, 512, 558, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1199, 2802, 2698, 2699, 2699.3, 2699.5 and/or the applicable IWC Wage Orders.

~~1.22, 1.25~~ 1.25 "PAGA PENALTIES" means the total amount of PAGA civil penalties to be paid from the ~~Gross Settlement Amount~~ NET SETTLEMENT AMOUNT, allocated as follows: 25% to the Aggrieved Employees (\$ _____); AGGRIEVED EMPLOYEES and the 75% to LWDA (\$ _____) in settlement of PAGA claims the ACTION.

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1.26 Plaintiff means _____; "PARTIES" means PLAINTIFF and DEFENDANT collectively.

~~1.23, 1.27~~ 1.27 "PLAINTIFF" means ANTHONY GONZALEZ, the named plaintiff in the ~~Action~~ ACTION.

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1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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1.28. ~~"~~**"PLAINTIFF ENHANCEMENT PAYMENT"** means the payment in the amount of Ten Thousand Dollars (\$10,000.00) to PLAINTIFF for his work in bringing the ACTION and acting on behalf of the PAGA GROUP MEMBERS.

1.25. ~~"~~**"RELEASED PAGA Claims"****"PARTIES"** means the claims being released by the Plaintiff ALMANSOR and PAGA Counsel and as described in Paragraph 5 below.

1.26.1.29 ~~"Released Parties"~~ means: XYZ and each of its former and present officers, directors, ~~officers~~, shareholders, owners, ~~current and former employees, agents, representatives, members~~, attorneys, insurers, ~~predecessors, successors, reinsurers~~, assigns ~~subsidiaries~~ ~~affiliates~~, and any and all other entities with whom they have been, are now, or may hereafter be affiliated and/or deemed joint employers or jointly liable with ALMANSOR.

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

1.28. XYZ" means named Defendant _____.

2. RECITALS

2.1.2.1 Commencement of Action. On _____, Plaintiff May 30, 2023, PLAINTIFF commenced ~~this Action~~ the ACTION by filing a ~~Complaint~~ civil complaint in Los Angeles County Superior Court alleging multiple causes of action against XYZ ALMANSOR and seeking civil penalties, attorneys' fees and costs, pursuant to PAGA for _____. [the following alleged violations: (1) failure to pay straight, regular rate wages for all work performed; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay wages due at termination and during employment; (6) failure to comply with itemized employee wage statements; (7) failure to pay employees two times per month; (8) failure to reimburse for business expenses and (9) failure to adopt a compliant sick pay/paid time off policy. The Complaint is the operative complaint in the ~~Action~~ ACTION (the ~~"Operative Complaint."~~) [On "Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative Complaint.")]. XYZ 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."].

2.2.2.2 Notice to LWDA. Pursuant to Labor Code section 2699.3, ~~subd. subdivision~~ (a), Plaintiff PLAINTIFF gave timely written notice to XYZ ALMANSOR and the LWDA by sending the PAGA ~~Notice~~ NOTICE. The PAGA NOTICE alleged, ~~inter alia~~, that ALMANSOR engaged in conduct which violated California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226(a), 226.3, 226.7, 233,

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234, 246, 246.5, 247.5, 510, 512, 558, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1199, 2802, 2698, 2699, 2699.3, 2699.5 and/or the applicable IWC Wage Orders.

2.3. On _____ (type in additional dates) _____,

☐

2.3 Defendant Denies Liability and Wrongdoing. This AGREEMENT represents a full compromise and settlement of highly disputed claims. Nothing in this AGREEMENT is intended or will be construed as an admission by ALMANSOR that PLAINTIFF's claims in the ACTION have merit or that ALMANSOR has any liability to PLAINTIFF, the state or to any of the PAGA GROUP MEMBERS. ALMANSOR denies any liability and wrongdoing of any kind associated with the alleged claims. Neither this settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this AGREEMENT, is, may be construed as, or may be used as, an admission, concession, or indication by or against any defendant in this ACTION of any unlawful conduct, fault, wrongdoing, or liability whatsoever. ALMANSOR specifically denies that it has engaged in any unlawful or wrongful conduct against PLAINTIFF or the PAGA GROUP MEMBERS.

2.4 Mediation. On April 9, 2024, the PartiesPARTIES participated in an all-day mediation presided over by _____ which experienced PAGA mediator Kelly Knight which ultimately led to this AgreementAGREEMENT to settle the ActionACTION.

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☐ _____ (describe alternative means of negotiation):

2.4. Prior to ☐ mediation ☐ negotiating the Settlement, Plaintiff obtained, through ☐ formal ☐ informal discovery, _____.

2.5 The Parties, PAGA Counsel and Defense CounselInvestigation. Prior to the mediation and prior to negotiating the terms of this AGREEMENT, the PARTIES conducted investigation and informal discovery of the relevant facts and law. Additionally, ALMANSOR produced documents relating to its wage-and-hour policies, practices, and procedures and an agreed upon sampling of AGGRIEVED EMPLOYEES' records including, but not limited to, time records, pay records, and information relating to the size and scope of the AGGRIEVED EMPLOYEES, as well as data permitting PLAINTIFF to understand the number of PAGA PERIODS. PAGA COUNSEL reviewed the records and conducted their own independent investigation of the facts and law.

2.6 Compromise of Disputed Claims. The PARTIES understand, acknowledge, and agree that this AGREEMENT constitutes a compromise of the claims alleged in the ACTION and/or in the LWDA NOTICE and that it is the desire and intention of the PARTIES to effect a final and complete resolution of the ACTION and the PAGA

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claims alleged therein against ALMANSOR and the RELEASED PARTIES. The PARTIES agree that representative treatment is for purposes of this Settlement only. If, for any reason, the COURT does not approve this settlement, ALMANSOR reserves all available defenses to the claims in the ACTION and PLAINTIFF reserves the right to contest ALMANSOR's defenses. This AGREEMENT and the 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 this AGREEMENT).

2.5.2.7 No Other Pending Matter. The PARTIES, PAGA COUNSEL and DEFENSE COUNSEL represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.SETTLEMENT.

3. MONETARY TERMS.

3.1.3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9Section 8 below, XYZ promisesALMANSOR agrees to pay \$Two Hundred Fifty-Thousand Dollars and Zero Cents (\$250,000.00) and no more as the Gross Settlement Amount. XYZGROSS SETTLEMENT AMOUNT to settle the ACTION. ALMANSOR has no obligation to pay the Gross Settlement AmountGROSS SETTLEMENT AMOUNT prior to the deadline stated in Paragraph 6.4Section 4.3 of this Agreement.iiiAGREEMENT. The AdministratorADMINISTRATOR will disburse the entire Gross Settlement AmountGROSS SETTLEMENT AMOUNT without asking or requiring Aggrieved EmployeesAGGRIEVED EMPLOYEES to submit any claim as a condition of payment. None of the Gross Settlement AmountGROSS SETTLEMENT AMOUNT will revert back to XYZ.ALMANSOR.

3.2.3.2 Payments from the Gross Settlement Amount. The AdministratorADMINISTRATOR will make and deduct the following payments from the Gross Settlement AmountGROSS SETTLEMENT AMOUNT, in the amounts specified by the CourtCOURT in the Final Approval: Order:

3.2.1 ToPlaintiff Enhancement Payment: In consideration for PLAINTIFF's participation in and assistance in the ACTION and a Civil Code section 1542 waiver and release of all known and unknown claims by PLAINTIFF as set forth in section 5.1.1 below, PLAINTIFF shall receive Ten Thousand Dollars (\$10,000.00) ("PLAINTIFF ENHANCEMENT PAYMENT") from the GROSS SETTLEMENT AMOUNT. The PLAINTIFF ENHANCEMENT PAYMENT shall be reported on IRS Form 1099. PLAINTIFF will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph and agrees to hold RELEASED PARTIES harmless and to indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the payments made pursuant to this

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paragraph. This AGREEMENT is not contingent upon the COURT awarding PLAINTIFF any particular amount for the PLAINTIFF ENHANCEMENT PAYMENT. If the COURT reduces or does not approve the requested PLAINTIFF ENHANCEMENT PAYMENT, this AGREEMENT will remain binding on the PARTIES and the amount not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. If the COURT does not approve the PLAINTIFF ENHANCEMENT PAYMENT in the amount requested in this paragraph, none of the RELEASED PARTIES shall be liable to PLAINTIFF for the unapproved amount. ALMANSOR does not oppose an application by PLAINTIFF for the PLAINTIFF ENHANCEMENT PAYMENT in the amount identified in this paragraph.

3.2.2 PAGA Counsel

3.2.2.1 Attorney's Fees: A PAGA Counsel Fees Payment COUNSEL FEES PAYMENT of not more than ~~% one third (33.33%)~~ of the GROSS SETTLEMENT AMOUNT, which is currently estimated to be \$_____ and PAGA Counsel Eighty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$83,333.33).

3.2.2.2 PAGA Litigation Expenses Payment: PAGA COUNSEL LITIGATION EXPENSES PAYMENT of Twelve Thousand Five Hundred Dollars (\$12,500) from the GROSS SETTLEMENT AMOUNT.

3.2.2.3 Unapproved Amounts Revert to Net Settlement Amount: If the COURT reduces or does not more than \$_____ XYZ approve the requested PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested above, this AGREEMENT will remain binding on the PARTIES and the amount(s) not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. This AGREEMENT is not contingent upon the COURT awarding PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested. If the COURT does not approve the PAGA COUNSEL FEES PAYMENT and/or the PAGA COUNSEL LITIGATION EXPENSES PAYMENT in the amounts requested above, none of the RELEASED PARTIES shall be liable for the unapproved amount. ALMANSOR does not oppose requests for Court an application by PAGA COUNSEL for an award of PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT, provided that the amounts requested do not exceed the amounts identified above in sections 3.2.2.1 and 3.2.2.2.

3.2.2.4 PAGA Counsel Responsibilities: PAGA COUNSEL will be responsible for submitting all documents and/or briefs to support their request for PAGA

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COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT. Additionally, PAGA COUNSEL will be solely and legally responsible to pay all applicable taxes on the PAGA COUNSEL FEES PAYMENT and/or PAGA COUNSEL LITIGATION EXPENSES PAYMENT they receive and to hold harmless and indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the payments made pursuant to sections 3.2.2.1 and/or 3.2.2.2 above. The Administrator will issue an IRS Form 1099- MISC to PAGA COUNSEL for the payments made pursuant to sections 3.2.2.1 and 3.2.2.2 of this AGREEMENT. The RELEASED PARTIES shall not be liable for any claim by any third party claiming entitlement to some or all of the PAGA COUNSEL FEES PAYMENT and/or a PAGA COUNSEL LITIGATION EXPENSES PAYMENT. PAGA COUNSEL and PLAINTIFF agree to hold RELEASED PARTIES harmless from any dispute or controversy regarding any division or sharing of any of the payments referenced in this AGREEMENT.

3.2.3 To the Administrator: An ADMINISTRATION EXPENSES PAYMENT not to exceed \$5,000 to the ADMINISTRATOR. If the COURT reduces or does not approve the requested ADMINISTRATION EXPENSES PAYMENT in the amount requested, this AGREEMENT will remain binding on the PARTIES and the amount not approved by the COURT will be added to the NET SETTLEMENT AMOUNT and be distributed as provided in this AGREEMENT to the LWDA and PAGA GROUP MEMBERS. This AGREEMENT is not contingent upon the COURT awarding ADMINISTRATION EXPENSES PAYMENT in the amount requested. If the COURT does not approve the ADMINISTRATION EXPENSES PAYMENT in the amount requested above, none of the RELEASED PARTIES shall be liable for the unapproved amount. ALMANSOR does not oppose an application by the ADMINISTRATOR or PAGA COUNSEL for an award of ADMINISTRATION EXPENSES PAYMENT, provided that the amount requested does not exceed the amounts identified in this paragraph. Additionally, the ADMINISTRATOR will be solely and legally responsible to pay all applicable taxes on the ADMINISTRATION EXPENSES PAYMENT they receive and to hold harmless and indemnify RELEASED PARTIES should any taxing authority find any of the RELEASED PARTIES responsible for taxes and/or penalties owed on the ADMINISTRATION EXPENSES PAYMENT.

3.3 Net Settlement Amount to the LWDA and PAGA Group Members: The NET SETTLEMENT AMOUNT after deducting the ADMINISTRATION EXPENSES PAYMENT, PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT and the PLAINTIFF ENHANCEMENT PAYMENT from the Gross Settlement is estimated to be at least \$139,166.67 ("Net Settlement Amount"). Subject to 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

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~~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 NET SETTLEMENT AMOUNT shall be distributed by the ADMINISTRATOR will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The as follows:~~

3.3.1 LWDA Distribution: 75% of the NET SETTLEMENT AMOUNT shall be distributed to the LWDA. Accordingly, approximately \$104,375 will be paid to the LWDA ("LWDA PAGA PAYMENT").

3.3.2 Distribution to PAGA Group Members: 25% of the NET SETTLEMENT AMOUNT shall be distributed to the PAGA GROUP MEMBERS on a pro-rata basis based upon the number of pay periods worked by the individual AGGRIEVED EMPLOYEE during the PAGA PERIOD ("INDIVIDUAL PAGA PAYMENT"). Each AGGRIEVED EMPLOYEE's INDIVIDUAL PAGA PAYMENT will be calculated by the ADMINISTRATOR will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses based on the information to be provided by ALMANSOR. If an AGGRIEVED EMPLOYEE worked only a portion of a pay period during the PAGA PERIOD, they will get credit for the whole pay period. If an AGGRIEVED EMPLOYEE did not work at all during an entire PAGA pay period, that/those pay period(s) will be excluded from their pro-rata share. The INDIVIDUAL PAGA PAYMENT to the PAGA GROUP MEMBERS are in settlement of the claims for civil penalties alleged and/or sought in the ACTION and the PAGA NOTICE and in exchange for their release of the PAGA RELEASED CLAIMS within the PAGA PERIOD.

3.2.1-3.3.2.1 Taxability on Individual PAGA Payment using one or more IRS 1099 Forms. PAGA Counsel: Each AGGRIEVED EMPLOYEE assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds XYZ harmless, and indemnifies XYZ, from any dispute or controversy regarding any division or sharing of any of these Payments any taxes owed on their INDIVIDUAL PAGA PAYMENT. The PARTIES agree that 100% of the INDIVIDUAL PAGA PAYMENT shall be allocated to penalties. The ADMINISTRATOR will be responsible for meeting tax reporting obligations including the issuance of IRS Form 1099 as appropriate. No later than January 31 of the year following payment of the GROSS SETTLEMENT AMOUNT, the ADMINISTRATOR will prepare and issue an IRS Form 1099 to the recipients, including itself, who received a payment under this AGREEMENT, to the extent the payments require issuance of such a form under applicable law.

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3.2.2. ~~To the Administrator: An Administrator Expenses Payment not to exceed \$_____ 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 \$_____, the Administrator will retain the remainder in the Net Settlement Amount.~~

3.2.3. ~~To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$_____ to be paid from the Gross Settlement Amount, with 75% (\$amount) allocated to the LWDA PAGA Payment and 25% (\$_____) allocated to the Individual PAGA Payments.~~

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

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

3.4 ~~Settlement Awards Do Not Trigger Additional Benefits. It is expressly understood and agreed that the receipt of an INDIVIDUAL PAGA PAYMENT under this AGREEMENT will not entitle any PAGA GROUP MEMBER or PLAINTIFF to additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the AGREEMENT.~~

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1.4.1 ~~Aggrieved Employee~~PAGA Group Member Pay Periods. Based on a review of its records to date, XYZ, ALMANSOR estimates there are _____ Aggrieved Employees that as of April 9, 2024 (mediation date) there were 83 AGGRIEVED EMPLOYEES who worked a total _____ of PAGA Pay Periods approximately 3,325 PAGA PAY PERIODS. As of June 22, 2024, there are still 83 AGGRIEVED EMPLOYEES who worked within the PAGA PERIOD.

4.2.4.2 ~~Aggrieved Employee Data~~. Within ~~[e.g., fifteen (15) days, XYZ] business days~~ after the COURT issues its Order approving this SETTLEMENT, ALMANSOR will simultaneously deliver the Aggrieved Employee AGGRIEVED EMPLOYEE DATA to the ~~Administrator~~ADMINISTRATOR in the form of a Microsoft Excel spreadsheet. To protect ~~Aggrieved Employee~~AGGRIEVED EMPLOYEES'

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

4.3.4.3 ~~Deadline for Funding of Gross Settlement Amount.~~ XYZALMANSOR shall fully fund the ~~Gross Settlement Amount~~GROSS SETTLEMENT AMOUNT by transmitting the funds to the ~~Administrator~~ADMINISTRATOR no later than [14]twenty (20) business days after the ~~Effective Date~~EFFECTIVE DATE.

4.4. ~~Payments from~~Deadline and Method for Distribution of the Gross Settlement Amount:

Within ~~[e.g., 14]~~fourteen (14) business days after XYZALMANSOR funds the ~~Gross Settlement Amount~~GROSS SETTLEMENT AMOUNT, the ~~Administrator~~ADMINISTRATOR will mail checks for all INDIVIDUAL PAGA PAYMENTS, the LWDA PAGA Payment, the ~~Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAYMENT, the ADMINISTRATION EXPENSES PAYMENT, PLAINTIFF ENHANCEMENT PAYMENT, the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual COUNSEL FEES PAYMENT and the PAGA Payments.~~

4.4.1.4.4 COUNSEL LITIGATION EXPENSES PAYMENT. ~~The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees will be sent~~ via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The ~~Administrator~~ADMINISTRATOR will cancel all checks not cashed by the void date. Before mailing any checks, the ~~Settlement Administrator~~ADMINISTRATOR must update the ~~recipients'~~recipients' mailing addresses using the National Change of Address Database. See Section 7 below, for additional ADMINISTRATOR duties and responsibilities.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all ~~Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator~~

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~~must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.~~

~~4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.~~

~~4.4.4. The payment of Individual PAGA Payments shall not obligate XYZ to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.~~

5. RELEASES~~RELEASE OF CLAIMS.~~

~~5.5.1 Effective Date of Release of Claims: Effective on the date when XYZALMANSOR* fully funds the entire Gross Settlement Amount Plaintiff and PAGA CounselGROSS SETTLEMENT AMOUNT, PLAINTIFF, LWDA, PAGA GROUP MEMBERS and PAGA COUNSEL, will release claims against all Released PartiesPARTIES as follows:~~

~~5.1.1 Plaintiffs Release. Plaintiff and his or her respective former Plaintiff's General Release. Upon ALMANSOR's fulfillment of the GROSS SETTLEMENT PAYMENT under Section 4 of this AGREEMENT which includes PLAINTIFF ENHANCEMENT PAYMENT, PLAINTIFF, on behalf of himself and his former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release, forever releases, remises and discharges ALMANSOR and discharge the Released PartiesPARTIES from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney's fees and costs), transactions, or occurrences [that occurred during the PAGA Period], known and unknown, at law or in equity, which he and/or they may now have, including, but not limited to: (a) all claims claims arising out of or in any way connected with PLAINTIFF's employment with ALMANSOR including, but, not limited to, the PAGA RELEASED CLAIMS, claims that were asserted in the ACTION, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs Release"). Plaintiffs Release does not extend to any claims or actions to enforce this Agreement asserted and any and all transactions, occurrences or matters between the PARTIES occurring prior to the date this AGREEMENT is fully executed. Without limiting the generality of the foregoing, this release includes, but is not limited to, any and all claims under the:~~

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(a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Family Rights Act and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("Plaintiff's General Release"). With respect to Plaintiff's General Release, PLAINTIFF stipulates and agrees that, upon ALMANSOR's fulfillment of its settlement payment obligations under this AGREEMENT, PLAINTIFF shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

5.1.5.1.1.1 Plaintiff's Release of Known and Unknown Claims: PLAINTIFF understands the significance and consequences of a California Civil Code Section 1542 waiver, and understands that he hereby waives all claims, known or unknown, suspected or unsuspected against ALMANSOR and RELEASED PARTIES. PLAINTIFF alone shall assume full responsibility for any damages or losses caused by this waiver. Plaintiff's General 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'~~ workers' compensation benefits that arose at any time, ~~or based on occurrences outside the PAGA Period.~~ Plaintiff, PLAINTIFF acknowledges that Plaintiff PLAINTIFF may discover facts or law different from, or in addition to, the facts or law that Plaintiff PLAINTIFF now knows or believes to be true but agrees, nonetheless, that Plaintiff PLAINTIFF's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff 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 by LWDA and relinquishes PAGA Group Members. In exchange for the provisions, rights, consideration (NET SETTLEMENT AMOUNT) provided for by this AGREEMENT to the LWDA 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 PAGA GROUP MEMBERS, upon the time of executing the release, Effective Date, and that if known by him or her would have materially affected his or her settlement with full funding of the GROSS SETTLEMENT AMOUNT, the debtor or Released Party.~~

5.2. Release by Aggrieved Employees:

5.1.2 All Aggrieved Employees are deemed to release LWDA and the PAGA GROUP MEMBERS on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby release ALMANSOR and the Released Parties RELEASED PARTIES from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA RELEASED CLAIMS during the PAGA Period facts stated in the Operative Complaint [,] [and] the PAGA Notice PERIOD.

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~~5.3. Release by PAGA Counsel:~~

~~5.1.3 PAGA Counsel~~COUNSEL release on behalf of their present and former attorneys, employees, agents, successors and assigns the ~~Released Parties~~RELEASED PARTIES from all claims for PAGA Feesfees and costs incurred in connection with the Operative ComplaintACTION and the PAGA Period facts stated in the Operative Complaint and the PAGA NoticeNOTICE.

~~5.2 No Right to Opt Out. The PARTIES agree that there is no statutory right for any PAGA GROUP MEMBER to opt out or otherwise exclude himself or herself from the AGREEMENT.~~

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

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

~~6.2.6.1 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly. PAGA COUNSEL is responsible for expeditiously preparing, finalizing and filing the application or motion for approval of this Settlement no later than [30] dayssettlement with the COURT after the full execution of this AgreementAGREEMENT and, if necessary, obtaining a prompt hearing date for the motion and appearing in CourtCOURT to advocate in favor of the motion. PAGA CounselCOUNSEL is responsible for delivering the Court's~~

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~~Preliminary~~COURT's Approval of this settlement to the ~~Administrator~~ADMINISTRATOR and DEFENSE COUNSEL.

~~6.3.6.2~~ Duty to Cooperate. If the ~~Parties~~PARTIES disagree on any aspect of the proposed application or motion for approval of this ~~Settlement~~AGREEMENT and/or the supporting declarations and documents, PAGA COUNSEL and ~~Defense Counsel~~DEFENSE COUNSEL will expeditiously work together on behalf of the ~~Parties~~PARTIES by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the ~~Court~~COURT does not grant the motion for approval of this ~~Settlement~~AGREEMENT or conditions its approval on any material change to this ~~Agreement~~AGREEMENT, PAGA CounselCOUNSEL and ~~Defense Counsel~~DEFENSE COUNSEL will expeditiously work together on behalf of the ~~Parties~~PARTIES by meeting in person or by telephone, and in good faith, to modify the ~~Agreement~~AGREEMENT and otherwise satisfy the ~~Court's~~COURT's concerns.

~~6.3~~ Submission of Settlement to LWDA. Within five (5) business days after the execution of the AGREEMENT and its submission to the COURT for approval by Motion, PAGA COUNSEL shall submit the AGREEMENT to the LWDA through its on-line procedures, and shall provide DEFENSE COUNSEL with a copy of the LWDA's acknowledgment of receipt of the AGREEMENT.

~~7. SETTLEMENT ADMINISTRATION.~~

~~7.1. SETTLEMENT ADMINISTRATION.~~

~~7.1.7.1~~ Selection of Administrator. The ~~Parties~~PARTIES have jointly selected ~~Simpluris~~ to serve as the ~~Administrator~~ADMINISTRATOR and verified that, as a _____ condition of appointment, _____~~Simpluris~~ agrees to be bound by this ~~Agreement~~AGREEMENT and to perform, as a fiduciary, all duties specified in this ~~Agreement~~AGREEMENT in exchange for payment of ADMINISTRATION EXPENSES. The ~~Parties~~PARTIES and their ~~Counsel~~respective counsel represent that they have no interest or relationship, financial or otherwise, with the ~~Administrator~~ADMINISTRATOR other than a professional relationship arising out of prior experiences administering settlements.

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

~~7.3.7.2~~ Qualified Settlement Fund. The ~~Administrator~~ADMINISTRATOR shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (~~"QSF"~~) under US Treasury Regulation section 468B-1.

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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.

7.3 Administrator Duties. In addition to all the other ADMINISTRATOR duties identified in this AGREEMENT, the ADMINISTRATOR has the following duties and responsibilities under this AGREEMENT: (a) preparing, printing, and mailing the Notice of Individual Shares to the PAGA GROUP MEMBERS in a form substantially similar to **Exhibit A** appended hereto and/or as modified and approved by the COURT; (b) calculating the pro-rata share for each PAGA GROUP MEMBER based upon the pay periods worked in California by the PAGA GROUP MEMBER within the PAGA PERIOD; (c) performing skip traces and/or using other more up to date technology to find current address information; (d) remailing Notice of Individual Shares to the PAGA GROUP MEMBERS following a skip trace; (e) calculating and mailing each PAGA GROUP MEMBERS' INDIVIDUAL PAGA PAYMENT; (f) mailing the LWDA's portion of the NET SETTLEMENT AMOUNT; (g) distributing the PAGA COUNSEL FEES PAYMENT and the PAGA COUNSEL LITIGATION EXPENSES PAYMENT to PAGA COUNSEL; (h) distributing the PLAINTIFF ENHANCEMENT PAYMENT to PLAINTIFF; (i) providing the applicable IRS 1099 forms; (j) providing a due diligence declaration for submission to the COURT upon completion of the Settlement Payment distribution; (k) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unclaimed Property Fund in the name of the PAGA GROUP MEMBER; (l) providing DEFENSE COUNSEL a copy of each Notice sent to each PAGA GROUP MEMBER identifying their individual PAGA settlement share; (m) providing ALMANSOR and/or its counsel at their request, copies of any and all documents confirming the ADMINISTRATOR performed all duties and responsibilities as provided for in this AGREEMENT; (n) ensuring that the PAGA GROUP MEMBERS' data is properly secured to avoid a data breach or privacy violation; (o) abiding by its fiduciary duties under this AGREEMENT; (p) responding to inquiries from PAGA GROUP MEMBERS; (q) providing information to counsel as necessary and/or (r) performing other tasks as the PARTIES mutually agree. The ADMINISTRATOR must conduct an AGGRIEVED EMPLOYEE Address Search for all AGGRIEVED EMPLOYEES whose checks are returned undelivered without USPS forwarding address. Within seven (7) business 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 AGGRIEVED EMPLOYEE ADDRESS SEARCH. The ADMINISTRATOR need not take further steps to deliver checks to AGGRIEVED EMPLOYEES whose remailed checks are returned as undelivered. The ADMINISTRATOR shall promptly send a replacement check to any AGGRIEVED EMPLOYEE whose original check was lost or misplaced, requested by the AGGRIEVED EMPLOYEE prior to the void date. For any AGGRIEVED EMPLOYEE whose INDIVIDUAL PAGA PAYMENT check is uncashed and

cancelled after the void date, the ADMINISTRATOR shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the AGGRIEVED EMPLOYEE.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES ~~and~~ AND ESCALATOR CLAUSE

8.1 Aggrieved Employee Size: Based on its records, XYZALMANSOR estimates that, as of ~~the date of this Settlement Agreement, (1) June 22, 2024,~~ there are ~~Aggrieved Employees~~ 83 AGGRIEVED EMPLOYEES who worked ~~approximately 3.651~~ Pay Periods during the ~~PAGA Period~~ ^{iv}PERIOD.

8.2 Escalator Clause: This Settlement is based upon no more than 3,657 pay periods by PAGA GROUP MEMBERS through June 22, 2024. Should the number of such pay periods as of the end of the PAGA PERIOD exceed 3,657 pay periods, DEFENDANT shall increase the GROSS SETTLEMENT AMOUNT to account for the pay periods exceeding 3,657, or alternatively, at ALMANSOR's sole election, exclude from the PAGA PERIOD any pay period after reaching 3,657 pay periods.

9. CONTINUING JURISDICTION OF THE COURT:-

9.9.1 Continuing Jurisdiction: The ~~Parties~~ PARTIES agree that, after entry of Judgment, the ~~Court~~ COURT will retain jurisdiction over the ~~Parties, Action, PARTIES, ACTION~~ and ~~the Settlement~~ this settlement solely for purposes of (i) enforcing this ~~Agreement~~ AGREEMENT and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1-9.2 Waiver of Right to Appeal:- Provided the Judgment is consistent with the terms and conditions of this ~~Agreement~~ AGREEMENT, specifically including the ~~PAGA Counsel Fees~~ PLAINTIFF'S ENHANCEMENT, PAYMENT, PAGA COUNSEL FEES PAYMENT, and PAGA ~~Counsel~~ COUNSEL, LITIGATION EXPENSES PAYMENT, the ~~Parties~~ PARTIES, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the ~~Parties~~ PARTIES' obligations to perform under this ~~Agreement~~ 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.

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~~10.1.~~10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This ~~Agreement~~AGREEMENT represents a compromise and settlement of highly disputed claims. Nothing in this ~~Agreement~~AGREEMENT is intended or should be construed as an admission by XYZALMANSOR that any of the allegations in the ~~Operative Complaint ACTION~~ or PAGA NOTICE have merit or that XYZALMANSOR has any liability for any claims asserted; nor should it be intended or construed as an admission by PlaintiffPLAINTIFF that XYZALMANSOR's defenses in the ~~Action~~ACTION have merit. The PartiesPARTIES agree that representative treatment is for purposes of this Settlement only. If, for any reason the ~~Court~~COURT does not approve this ~~Settlement~~, XYZ~~settlement~~, ALMANSOR reserves all available defenses to the claims in the ~~Action~~ACTION, and PlaintiffPLAINTIFF reserves the right to contest XYZALMANSOR's defenses. The ~~Settlement~~settlement, this ~~Agreement~~AGREEMENT, and PartiesPARTIES' willingness to settle the ~~Action~~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~~AGREEMENT).

~~10.2.~~10.2 Integrated Agreement. Upon execution by all PartiesPARTIES and their counsel, this ~~Agreement~~AGREEMENT together with its attached ~~exhibit~~exhibit shall constitute the entire agreement between the PartiesPARTIES relating to the ~~Settlement~~settlement of the ACTION, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

~~10.3.~~ Agreement Conditioned on Court Approval. This AGREEMENT is subject to and conditioned upon obtaining COURT approval under Labor Code Section 2699. The PartiesPARTIES expressly acknowledge that the COURT's approval of this AGREEMENT is a condition precedent to any payments described in this AGREEMENT.

~~10.3.~~10.4 Attorney Authorization. PAGA ~~Counsel~~COUNSEL and ~~Defense Counsel~~DEFENSE COUNSEL separately warrant and represent that they are authorized by PlaintiffPLAINTIFF and XYZALMANSOR, respectively, to take all appropriate action required or permitted to be taken by such PartiesPARTIES pursuant to this ~~Agreement~~AGREEMENT to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this ~~Agreement~~AGREEMENT including any amendments to this ~~Agreement~~AGREEMENT.

~~10.4.~~10.5 Cooperation. The PartiesPARTIES 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~~AGREEMENT, submitting supplemental evidence and supplementing points and authorities as requested by the ~~Court~~COURT. In the event the PartiesPARTIES are unable to agree upon the

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form or content of any document necessary to implement the ~~Settlement~~settlement, or on any modification of the ~~Agreement~~AGREEMENT that may become necessary to implement the ~~Settlement~~settlement, the ~~Parties~~PARTIES will seek the assistance of a mediator and/or the ~~Court~~COURT for resolution.

~~10.5.10.6~~ No Prior Assignments. The ~~Parties~~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 any~~ portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~10.6.10.7~~ No Tax Advice. Neither ~~Plaintiff~~PLAINTIFF, ~~PAGA~~ COUNSEL, ~~XYZ~~ALMANSOR nor ~~Defense Counsel~~DEFENSE COUNSEL are providing any advice regarding taxes or taxability, nor shall anything in this ~~Settlement~~settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~10.7.10.8~~ Modification of Agreement. This ~~Agreement~~AGREEMENT, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all ~~Parties~~PARTIES or their representatives, and approved by the ~~Court~~COURT.

~~10.8.10.9~~ Agreement Binding on Successors. This ~~Agreement~~AGREEMENT will be binding upon, and inure to the benefit of, the successors of each of the ~~Parties~~PARTIES.

~~10.9.10.10~~ Applicable Law. All terms and conditions of this ~~Agreement~~AGREEMENT and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~10.10.10.11~~ Cooperation in Drafting. The ~~Parties~~PARTIES have cooperated in the drafting and preparation of this ~~Agreement~~AGREEMENT. This ~~Agreement~~AGREEMENT will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~10.11.10.12~~ Confidentiality. To the extent permitted by law, all agreements made, and orders entered during ~~Action~~ACTION and in this ~~Agreement~~AGREEMENT relating to the confidentiality of information shall survive the execution of this ~~Agreement~~AGREEMENT.

10.13 No Public Comment. PLAINTIFF and PAGA COUNSEL will not make any public disclosure of the settlement or this AGREEMENT, except through the public filing for COURT approval of this AGREEMENT, until after the COURT enters an order approving the settlement and judgment. The PARTIES will use their best efforts to reach agreement on all COURT filings. PAGA COUNSEL will take all steps

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necessary to ensure the PLAINTIFF is aware of, and will ensure that he adheres to the restrictions against public comment on the settlement.

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

10.13.10.15 Headings. The descriptive heading of any section or paragraph of this ~~Agreement~~AGREEMENT is inserted for convenience of reference only and does not constitute a part of this ~~Agreement~~AGREEMENT.

10.14.10.16 CalendarBusiness Days. Unless otherwise noted, all reference to "~~days~~" in this ~~Agreement~~AGREEMENT shall be to ~~calendarbusiness~~ days, ~~defined as Monday through Friday.~~ In the event any date or deadline set forth in this ~~Agreement~~AGREEMENT falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15.10.17 Notice. All notices, demands or other communications between the ~~Parties~~PARTIES in connection with this ~~Agreement~~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:

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David Mara

Matthew Crawford

MARA LAW FIRM, PC

2650 Camino del Rio North

Suite 205

San Diego, CA 92108

(619) 234-2833

To ~~XYZ~~ ALMANSOR:

Lizbeth Ochoa

FISHER & PHILLIPS, LLP

2050 Main Street

Suite 1000

Irvine, CA 92614

(949) 851-2424

~~10.16:~~ **10.18** Execution in Counterparts. This ~~Agreement~~ **AGREEMENT** may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this ~~Agreement~~ **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~~ **PARTIES** will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this ~~Agreement~~ **AGREEMENT**.

10.19 Voiding the Settlement. A failure of the COURT to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to PLAINTIFF and ALMANSOR, at the option of PLAINTIFF or ALMANSOR. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the COURT within fifteen (15) COURT days after the Order granting approval of the settlement has been received by the party seeking to void the settlement.

10.20 Amendments. The terms and provisions of this AGREEMENT may be amended only by a written agreement that is signed by: (a) PLAINTIFF, (b) PAGA COUNSEL, (c) ALMANSOR and (d) DEFENSE COUNSEL who executed this AGREEMENT and (e) approved by the COURT. Any waiver of any provision of this AGREEMENT shall not constitute a waiver of any other provision of this AGREEMENT unless expressly so indicated otherwise.

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10.21 Agreement Binding on Successors. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and the RELEASED PARTIES hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

10.22 Integration Clause. This AGREEMENT regarding settlement of PLAINTIFF's ACTION contains the entire agreement between the PARTIES relating to the settlement and transaction contemplated hereby, and prior or contemporaneous written agreements are merged herein. No rights hereunder may be waived except in writing.

10.23 California Law. All terms of this AGREEMENT will be governed by and interpreted according to the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary or supplement the terms of this AGREEMENT.

10.24 Invalidity of Any Provision; Severance. If any provision, term, section, or paragraph of this AGREEMENT shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all PARTIES. If any provision, term, section or paragraph of this AGREEMENT is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, terms, section or paragraph is enforceable to the extent possible while maintaining the objective intent of the AGREEMENT.

10.25 Breach. In the event of a breach of any provision of this AGREEMENT, any Party reserves the right to institute an action specifically to enforce any term of this AGREEMENT or seek damages for breach. In an action to enforce any term of this AGREEMENT or to seek damages for breach of this AGREEMENT, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

~~10.17.10.26~~ Stay of Litigation. The PartiesPARTIES agree that upon the execution of this AgreementAGREEMENT the litigation of the ACTION shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this AgreementAGREEMENT. Further, that pursuant to CCPCode of Civil Procedure section 583.330 to extend, upon signing of this AGREEMENT, the date to bring atthis case to trial under CCPCode of Civil Procedure section 583.310 is extended for the entire period of this settlement process.

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For Plaintiff

For XYZ

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Counsel For Plaintiff

Counsel for XYZ

10.27 Voluntary Agreement. The PARTIES expressly declare and represent that they have read this AGREEMENT and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The PARTIES further expressly declare and represent that they understand the content and effect of this AGREEMENT and that they approve and accept the terms and conditions contained herein, and that the AGREEMENT is executed freely and voluntarily.

Dated: _____
Anthony Gonzalez, Plaintiff

ALMANSOR COURT INC.

Dated: _____ By: _____

Name: _____
Title: Authorized Representative of Almansor
Court, Inc., Defendant

[additional signatures on next page]

Dated: MARA LAW FIRM, PC

By: _____

David Mara

Matthew Crawford

Attorneys for Plaintiff, LWDA and

Aggrieved Employees

Dated: FISHER & PHILLIPS LLP

By: _____

Lizbeth Ochoa

Attorneys for DEFENDANT

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Exhibit 3

SUMMARY OF TIME AND COSTS

Anthony Gonzalez v. Almansor Court, Inc.

Los Angeles County Superior Court Case No. 23STCV12272

Hours: 156

Lodestar Fees: \$ 110,000.00

Costs: \$ 9,270.29

As of 7/16/2024

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
MARA LAW FIRM, PC				
David Mara	2004 (20)	82	\$800	\$65,600.00
Matthew Crawford	2016 (8)	74	\$600	\$44,400.00
MARA LAW FIRM, PC TOTAL:		156		\$110,000.00

LITIGATION EXPENSES	
MARA LAW FIRM, PC	\$9,270.29
TOTAL COSTS	\$9,270.29

Anthony Gonzalez v. Almansor Court, Inc.
Los Angeles County Superior Court Case No. 23STCV12272

Costs Summary

Attorney Service:	\$	114.76
Court Fees:	\$	714.11
Mediation:	\$	8,375.00
Legal & Factual Investigation	\$	30.86
Postage:	\$	35.56
TOTAL COSTS	\$	<u>9,270.29</u>

Exhibit 4

Westlaw Court Express

LEGAL BILLING REPORT

VOLUME 14, NUMBER 3

December 2012

CA REGION

BY REGION, BY FIRM

Table of Contents (Alphabetical by Firm Name)

<u>FIRM</u>	<u>PAGE</u>
Adin Gump Strauss Heuer & Field LLP	3
DLA Piper LLP	3
Gibson Dunn & Crutcher, LLP	3
Kornfeld, Nyberg, Bendes & Kuttner, P.C.	4
Loeb & Loeb	4
Pachnis Stang Ziehl Young Jones & Weintraub	4-5
Paul Hastings LLP	5
Seyfarth Shaw LLP	5
Slidley Austin LLP	6
Torjs LLP	7

California Report

FIRM		GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Akin Gump Strauss Hauer & Feld LLP	Partner	1993	1993	CA	\$ 825.00	8.10	\$ 6,682.50
	David P. Simonds	1993	1993	CA	\$ 725.00	2.60	\$ 1,885.00
	Senior Counsel Edward P. Christian	1993	1993	CA	\$ 725.00	10.70	\$ 8,567.50
TOTAL							
DLA Piper LLP							
Partner	Nate McQuirk	1979	1979	CA	\$ 790.00	0.60	\$ 474.00
Partner	Richard Yankovich	1979	1979	CA	\$ 790.00	39.40	\$ 30,732.00
Partner	Ann Lawrence	1989	2000	CA	\$ 755.00	90.30	\$ 68,176.50
Partner	Heather Dunn	2000	2001	CA	\$ 705.00	1.30	\$ 916.50
Partner	Jeffrey D. Aaronson	1998	1998	CA	\$ 650.00	12.70	\$ 8,255.00
Of Counsel	Ben Gipson	2002	2002	CA	\$ 640.00	3.10	\$ 1,984.00
Associate	Bethand Pan	2004	2004	CA	\$ 630.00	170.00	\$ 107,100.00
Associate	Diana M. Melzer	2008	2008	CA	\$ 510.00	67.00	\$ 34,170.00
Associate	Natasha Heleth	2011	2011	CA	\$ 470.00	1.80	\$ 846.00
Associate	Thia Bhanthall	2000	2000	CA	\$ 400.00	4.10	\$ 1,640.00
TOTAL						390.30	\$ 254,254.00
Gibson Dunn & Crutcher, LLP							
Associate	Virginia Pitt	2010	2010	CA	\$ 445.00	18.20	\$ 8,544.00
Associate	Matthew Bouslog	2011	2011	CA	\$ 395.00	12.60	\$ 4,977.00
TOTAL						31.80	\$ 13,521.00

U.S.B.C New York Southern
Private Airline Corp (12-11343 REG)

From the fee application covering
July 1, 2012 through October 31, 2012

NLI Ranking: 40
Firm Size: 791

U.S.B.C Delaware
Trident Microsystems, Inc. (12-10083 CSS)

From the fee application covering
October 1, 2012 through October 31, 2012

NLI Ranking: 2
Firm Size: 3,348

U.S.B.C New York Southern
LightSquared, Inc (12-12080 SCC)

From the fee application covering
October 1, 2012 through October 31, 2012

NLI Ranking: 21
Firm Size: 1,039

California Report

FIRM

Kornfield, Nyberg, Bander & Kuhrer, P.C.,
Partner Eric A. Nyberg
Paraprofessional Nancy L. Nyberg

GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
1987	1987	CA	\$ 425.00	15.90	\$ 7,182.50
			90.00	0.30	24.00
				17.20	\$ 7,206.50
TOTAL					

U.S.B.C California Northern
Hawrey LLP(41-34376-DJ)
From the fee application covering
August 1, 2012 through August 31, 2012
NJ Ranking: n/a
Firm Size: 3

Loeb & Loeb

Partner	Lance N. Jurich	1987	CA	\$ 695.00	1.50	\$ 1,320.50
Partner	Christopher W. Campbell	1999	CA	550.00	46.20	30,030.00
Associate	Ryan M. Audin	2007	CA	550.00	122.30	67,255.00
Associate	Jeanne C. Wanless	1993	CA	435.00	18.20	7,917.00
Paraprofessional	S. Steadman			280.00	0.20	52.00
TOTAL					182.30	\$ 105,584.50

U.S.B.C California Central
American Medical Technologies(8-12-12339-MW)
From the fee application covering
July 1, 2012 to September 30, 2012
NJ Ranking: 144
Firm Size: 301

Pachtulski Stang Ziehl Young Jones & Weintraub

Of Counsel	James K. T. Hunter	1976	CA	\$ 745.00	0.10	\$ 74.50
Partner	Samuel R. Matzel	1985	CA	725.00	40.90	29,652.50
Of Counsel	Jeffrey Kandell	1984	CA	615.00	0.50	307.50
Partner	Mahar S. Pagay	1997	CA	615.00	1.80	1,107.00
Partner	Scotta McFarland	1980	CA	615.00	47.80	29,397.00
Of Counsel	Mary Lane	1976	CA	595.00	3.80	2,261.00
Partner	Nina Hong	1995	CA	595.00	0.50	297.50
Associate	Teddy M. Kapur	2004	CA	495.00	8.40	4,158.00
Library	Leslie A. Forrester			295.00	1.10	324.50
Paraprofessional	Felice Harrison			275.00	23.00	6,325.00
TOTAL					127.90	\$ 73,904.50

U.S.B.C California Central
American Medical Technologies(8-12-12339-MW)
From the fee application covering
July 1, 2012 to July 31, 2012
NJ Ranking: n/a
Firm Size: 55

California Report

FIRM

Pedraza & Stang Ziehl Young Jones & Weintraub

	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Partner	1979	1979	CA	\$ 975.00	0.80	\$ 780.00
Partner	1982	1983	CA	\$ 875.00	12.80	\$ 11,200.00
Of Counsel	1975	1976	CA	\$ 745.00	4.00	\$ 2,980.00
Partner	1983	1983	CA	\$ 745.00	50.80	\$ 37,846.00
Partner	1983	1984	CA	\$ 725.00	11.10	\$ 8,047.50
Of Counsel	1987	1987	CA	\$ 675.00	15.80	\$ 10,462.50
Of Counsel	1987	1987	CA	\$ 595.00	5.20	\$ 3,094.00
Of Counsel	1980	1980	CA	\$ 575.00	4.30	\$ 2,472.50
Associate	2004	2010	CA	\$ 525.00	31.00	\$ 16,275.00
Paraprofessional				285.00	2.50	\$ 862.50
Paraprofessional				285.00	7.70	\$ 2,040.50
Paraprofessional				285.00	1.00	\$ 285.00
Case Management				185.00	5.40	\$ 993.00
Case Management				185.00	0.40	\$ 74.00
TOTAL					152.50	\$ 57,198.50

Paul Hastings LLP

Partner	1976	1976	CA	\$ 840.00	15.80	\$ 13,272.00
Of Counsel	1983	1983	CA	\$ 785.00	132.40	\$ 115,062.00
Associate	2006	2006	CA	\$ 615.00	31.10	\$ 19,126.50
Associate	2007	2008	CA	\$ 575.00	181.70	\$ 104,477.50
Associate	2009	2009	CA	\$ 485.00	87.10	\$ 42,343.50
Associate	2010	2010	CA	\$ 385.00	57.00	\$ 37,345.00
Associate	2010	2010	CA	\$ 385.00	160.20	\$ 81,577.00
TOTAL					725.30	\$ 393,203.50

Seyfarth Shaw LLP

Counsel	1996	1996	CA	\$ 580.00	2.40	\$ 1,832.00
Partner	1985	1985	CA	\$ 820.00	1.50	\$ 930.00
Counsel	1997	1997	CA	\$ 540.00	55.60	\$ 30,564.00
TOTAL					60.50	\$ 33,426.00

U.S.B.C Delaware
Tribune Microsystems, Inc. (12-10089 (CSS))

From the fee application covering
September 1, 2012 through September 30, 2012

N.J. Ranking: n/a
Firm Size: 55

U.S.B.C New York Southern
AMR Corporation (11-15463 (SHL))

From the fee application covering
July 1, 2012 through July 31, 2012

N.J. Ranking: 30
Firm Size: 851

U.S.B.C New York Southern
Grubb & Ellis Company (12-10085 (MG))

From the fee application covering
July 2, 2012 through October 31, 2012

N.J. Ranking: 50
Firm Size: 733

California Report

FIRM Sidley Austin LLP

	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Partner	1995	1995	CA	\$ 875.00	18.10	\$ 12,217.50
Associate	2010	2010	CA	450.00	117.50	53,065.00
Associate	2011	2011	CA	355.00	41.00	14,555.00
TOTAL					177.00	\$ 79,827.50

U.S.B.C Delaware
Tribune Company, et al. (08-13144 FJCJ)

From the fee application covering
September 1, 2012 through September 30, 2012

NLI Ranking: 10
Firm Size: 1,592

Tenys LLP

Partner	1983	1983	CA	\$ 995.00	5.50	\$ 5,472.50
Partner	1974	1974	CA	995.00	0.40	398.00
Partner	1977	1977	CA	810.00	0.50	405.00
Associate	2008	2008	CA	695.00	21.10	14,564.50
Associate	2007	2007	CA	565.00	110.00	62,150.00
Associate	2008	2008	CA	500.00	0.50	250.00
Library				355.00	0.80	284.00
Law Clerk				395.00	43.90	13,389.50
Paraprofessional				250.00	28.20	7,332.00
Paraprofessional					210.90	\$ 104,345.50
TOTAL						

U.S.B.C Delaware
Nettel Networks Inc. (09-10139)

From the fee application covering
August 1, 2012 through October 31, 2012

NLI Ranking: n/a
Firm Size: 236

Westlaw Court Express

LEGAL BILLING REPORT

VOLUME 14, NUMBER 3

December 2012

CA REGION

BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Partner	John Cameron	1983	1983	CA	\$ 995.00	5.50	\$ 5,472.50
Partner	Shelia Block	1974	1974	CA	\$ 995.00	0.40	388.00
Partner	Richard M. Pachulski	1979	1979	CA	\$ 975.00	0.80	780.00
Partner	Ira D. Kharasch	1982	1982	CA	\$ 875.00	12.80	11,200.00
Partner	J. A. Latham Jr.	1978	1978	CA	\$ 840.00	15.80	13,272.00
Partner	David P. Stronids	1983	1983	CA	\$ 825.00	9.10	6,682.50
Partner	Michael Rotszala	1977	1977	CA	\$ 810.00	0.50	405.00
Partner	Nate McKittick	1989	1989	CA	\$ 780.00	0.60	474.00
Partner	Richard Yankeiwich	1979	1979	CA	\$ 760.00	39.40	30,732.00
Partner	Ana Lawton	1989	1989	CA	\$ 755.00	50.30	68,176.50
Of Counsel	Jennifer S. Baldocchi	1983	1983	CA	\$ 755.00	152.40	115,062.00
Of Counsel	James K.T. Hunter	1976	1976	CA	\$ 745.00	0.10	74.50
Partner	John D. Fiero	1976	1976	CA	\$ 745.00	4.00	2,980.00
Senior Counsel	Edward P. Christian	1989	1989	CA	\$ 745.00	50.80	37,846.00
Partner	Samuel R. Malzel	1985	1985	CA	\$ 725.00	2.80	1,895.00
Partner	Bruce Grohschal	1983	1983	CA	\$ 725.00	40.90	29,632.50
Partner	Heather Dunn	2000	2000	CA	\$ 705.00	11.10	8,047.50
Partner	Lance N. Jurth	1987	1987	CA	\$ 695.00	1.90	1,320.50
Associate	Jessica Bullock	2003	2003	CA	\$ 695.00	21.10	14,684.50
Counsel	Ellen Sueda	1983	1983	CA	\$ 675.00	2.40	1,632.00
Of Counsel	Henry Hochman	1987	1987	CA	\$ 675.00	16.50	10,462.50
Partner	Max C. Fischer	1985	1985	CA	\$ 675.00	18.10	12,217.50
Partner	Jeffrey D. Karsonson	1988	1988	CA	\$ 650.00	12.70	8,255.00
Partner	Christopher W. Campbell	1989	1989	CA	\$ 650.00	46.20	30,030.00
Of Counsel	Ben Gibson	2002	2002	CA	\$ 640.00	3.10	1,984.00
Associate	Bertrand Pan	2004	2004	CA	\$ 630.00	170.00	107,100.00
Partner	Colleen M. Regan	1985	1985	CA	\$ 620.00	1.50	930.00
Of Counsel	Jeffrey Kamel	1984	1984	CA	\$ 615.00	0.50	307.50
Partner	Malhar S. Pargy	1984	1984	CA	\$ 615.00	1.60	1,107.00
Partner	Scott McFarland	1980	1980	CA	\$ 615.00	47.80	29,397.00
Associate	Melinda A. Gordon	2009	2009	CA	\$ 615.00	31.10	19,126.50
Of Counsel	Mary Lane	1976	1976	CA	\$ 595.00	3.90	2,281.00
Partner	Nina Hong	1986	1986	CA	\$ 595.00	0.90	535.50
Of Counsel	Gabriele Rohrer	1997	1997	CA	\$ 595.00	5.20	3,094.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Of Counsel	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$ 575.00	4.30	\$ 2,472.50
William Ramseyer	Paul Hastings LLP	2007	2008	CA	\$ 575.00	191.70	\$ 104,477.50
Robert E. Zivver	Tony's LLP	2007	2007	CA	\$ 555.00	110.00	\$ 62,150.00
Adam Siverts	Loeb & Loeb	2007	2007	CA	\$ 550.00	122.30	\$ 67,265.00
Associate	Seyfarth Shaw LLP	1997	1997	CA	\$ 40.00	56.60	\$ 30,854.00
Associate	Pachulski Stang Ziehl Young Jones & Weintraub	2004	2010	CA	\$ 525.00	31.00	\$ 16,275.00
Counsel	DLA Piper LLP	2008	2008	CA	\$ 510.00	87.00	\$ 34,170.00
Associate	Tony's LLP	2008	2008	CA	\$ 500.00	0.50	\$ 250.00
Associate	Pachulski Stang Ziehl Young Jones & Weintraub	2004	2008	CA	\$ 495.00	8.40	\$ 4,158.00
Associate	Paul Hastings LLP	2009	2009	CA	\$ 485.00	87.10	\$ 42,243.50
Associate	DLA Piper LLP	2011	2011	CA	\$ 470.00	1.80	\$ 846.00
Associate	Sidley Austin LLP	2010	2010	CA	\$ 450.00	117.50	\$ 53,055.00
Associate	Gibson Dunn & Crutcher, LLP	2010	2010	CA	\$ 445.00	19.20	\$ 8,544.00
Associate	Loeb & Loeb	1993	1993	CA	\$ 435.00	18.20	\$ 7,917.00
Partner	Kornfield, Nyberg, Bendes & Kuhner, P.C.	1987	1987	CA	\$ 425.00	16.90	\$ 7,182.50
Associate	DLA Piper LLP	2000	2000	CA	\$ 400.00	4.10	\$ 1,640.00
Associate	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$ 395.00	12.60	\$ 4,977.00
Associate	Paul Hastings LLP	2010	2010	CA	\$ 385.00	97.00	\$ 37,345.00
Associate	Paul Hastings LLP	2010	2010	CA	\$ 385.00	160.20	\$ 61,677.00
Associate	Sidley Austin LLP	2011	2011	CA	\$ 355.00	41.00	\$ 14,555.00
Librarian	Tony's LLP				\$ 355.00	0.80	\$ 284.00
Law Clerk	Tony's LLP				\$ 305.00	43.90	\$ 13,389.50
Librarian	Pachulski Stang Ziehl Young Jones & Weintraub				\$ 295.00	1.10	\$ 324.50
Paraprofessional	Pachulski Stang Ziehl Young Jones & Weintraub				\$ 275.00	23.00	\$ 6,325.00
Paraprofessional	Pachulski Stang Ziehl Young Jones & Weintraub				\$ 255.00	2.50	\$ 652.50
Paraprofessional	Pachulski Stang Ziehl Young Jones & Weintraub				\$ 255.00	7.70	\$ 2,044.50
Paraprofessional	Pachulski Stang Ziehl Young Jones & Weintraub				\$ 255.00	1.00	\$ 255.00
Paraprofessional	Loeb & Loeb				\$ 260.00	0.20	\$ 52.00
Paraprofessional	Tony's LLP				\$ 260.00	28.20	\$ 7,332.00
Case Manager	Pachulski Stang Ziehl Young Jones & Weintraub				\$ 185.00	5.40	\$ 595.00
Case Manager	Pachulski Stang Ziehl Young Jones & Weintraub				\$ 185.00	0.40	\$ 74.00
Paraprofessional	Kornfield, Nyberg, Bendes & Kuhner, P.C.				\$ 80.00	0.30	\$ 24.00

Exhibit 5

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Additional Counsel Listed After Signature Page
Attorneys for Plaintiffs and the certified Class

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

ADAM HOHNBAUM, ILLYA HAASE,
ROMEO OSORIO, AMANDA JUNE RADER,
and SANTANA ALVARADO and ROES 1
through 500, Inclusive on behalf of themselves
and all others similarly situated, and on behalf
of the general public,

Plaintiffs,

v.

BRINKER RESTAURANT CORPORATION,
BRINKER INTERNATIONAL, INC. and
BRINKER INTERNATIONAL PAYROLL
COMPANY, LP a Delaware Corporation; and
DOES 1 through 500, Inclusive

Defendants.

CASE NO.: GIC834348

CLASS ACTION

DECLARATION OF RICHARD M.
PEARL IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL AND OF CLASS ACTION
SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
SERVICE PAYMENTS, AND CLAIMS
ADMINISTRATION EXPENSES

Date: December 12, 2014

Time: 1:30 p.m.

Dept.: C-69

Judge: Hon. Katherine A. Bacal

Complaint Filed: August 16, 2004

1 I, RICHARD M. PEARL, hereby declare the following:

2 1. I am a member in good standing of the California State Bar. I am in
3 private practice as the principal of my own law firm, the Law Offices of Richard
4 M. Pearl, in Berkeley, California. I specialize in issues related to court-awarded
5 attorneys' fees, including the representation of parties in fee litigation and
6 appeals, serving as an expert witness, and serving as a mediator and arbitrator in
7 disputes concerning attorneys' fees and related issues. In this case, I have been
8 asked by Plaintiffs' counsel to render my opinion on the reasonableness of the
9 hourly rates they are requesting in this matter. I make this Declaration in Support
10 of Plaintiffs' Motion for Award of Reasonable Attorneys' Fees.

11 **Professional Background**

12 1. Briefly summarized, my background is as follows: I am a 1969
13 graduate of Boalt Hall School of Law, University of California, Berkeley,
14 California. I took the California Bar Examination in August 1969 and passed it in
15 November of that year, but because I was working as an attorney in Atlanta,
16 Georgia for the Legal Aid Society of Atlanta (LASA), I was not admitted to the
17 California Bar until January 1970. I worked for LASA until summer of 1971,
18 when I then went to work in California's Central Valley for California Rural Legal
19 Assistance, Inc. (CRLA), a statewide legal services program. From 1977 to 1982,
20 I was CRLA's Director of Litigation, supervising more than fifty attorneys. In
21 1982, I went into private practice, first in a small law firm, then as a sole
22 practitioner. Martindale Hubbell rates my law firm "AV." I also have been
23 selected as a Northern California "Super Lawyer" in Appellate Law for 2005,
24 2006, 2007, 2008, 2010, 2011, 2012, 2013, and 2014. A copy of my current
25 Resume is attached hereto as Exhibit A.

26 2. Since 1982, my practice has been a general civil litigation and
27 appellate practice, with an emphasis on cases and appeals involving court-awarded
28 attorneys' fees. I also am the author of *California Attorney Fee Awards* (3d ed.

1 Cal. CEB 2010) and its February 2011, 2012, 2013, and March 2014 Supplements,
2 as well as all its previous editions and annual supplements. California appellate
3 courts have cited this treatise on more than 35 occasions. *See, e.g., Graham v.*
4 *DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 576, 584; *Lolley v. Campbell* (2002)
5 28 Cal.4th 367, 373; *Chacon v. Litke* (2010) 181 Cal.App.4th 1234, 1259; *Syers*
6 *Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 698, 700. I also have
7 lectured and written extensively on court-awarded attorneys' fees. I have been a
8 member of the California State Bar's Attorneys' Fees Task Force and have
9 testified before the State Bar Board of Governors and the California Legislature on
10 attorneys' fee issues. In addition, I authored a federal manual on attorneys' fees
11 entitled *Attorneys' Fees: A Legal Services Practice Manual*, published by the
12 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in
13 Volume 2 of CEB's *Wrongful Employment Termination Practice*, 2d Ed. (1997).

14 3. More than 90% of my practice is devoted to issues involving court-
15 awarded attorneys' fees. I have been counsel in over 180 attorneys' fee
16 applications in state and federal courts, primarily representing other attorneys. I
17 also have briefed and argued more than 40 appeals, at least 25 of which have
18 involved attorneys' fees issues. I have successfully handled five cases in the
19 California Supreme Court involving court-awarded attorneys' fees: (1) *Maria P. v.*
20 *Riles* (1987) 43 Cal.3d 1281, a landmark early decision on the scope of California
21 Code of Civil Procedure section 1021.5; (2) *Delaney v. Baker* (1999) 20 Cal.4th
22 23, which held that heightened remedies, including attorneys' fees, are available in
23 suits against nursing homes under California's Elder Abuse Act; (3) *Ketchum v.*
24 *Moses* (2001) 24 Cal.4th 1122, which held, *inter alia*, that contingent risk
25 multipliers remain available under California attorney fee law, despite the United
26 States Supreme Court's contrary ruling on federal law (note that in *Ketchum*, I was
27 primary appellate counsel in the Court of Appeal and "second chair" in the
28 Supreme Court); (4) *Flannery v. Prentice* (2001) 26 Cal.4th 572, which held that in

1 the absence of an agreement to the contrary, statutory attorneys' fees belong to the
2 attorney whose services they are based upon; and (5) *Graham v. DaimlerChrysler*
3 *Corp.* (2004) 34 Cal.4th 553, which held, *inter alia*, that the "catalyst" theory was
4 still valid under California law despite federal Supreme Court authority to the
5 contrary. I also represented and argued on behalf of *amicus curiae* in
6 *Conservatorship of McQueen* (2014) 59 Cal.4th 602, and, along with Richard
7 Rothschild, filed an *amicus curiae* brief in *Vasquez v. State of California* (2009) 45
8 Cal.4th 243. I also have handled numerous other appeals involving attorney's fees,
9 including: *Davis v. City & County of San Francisco* (9th Cir. 1992) 976 F.2d 1536;
10 *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470; *Moore v. Bank of America* (9th
11 Cir. 2007) 245 Fed.Appx. 613; *Velez v. Wynne* (9th Cir. 2007) 2007
12 U.S.App.LEXIS 2194; *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523
13 F.3d 973; *Center for Biological Diversity v. County of San Bernardino* (2010) 185
14 Cal.App.4th 866; and *Environmental Protection Information Center v. California*
15 *Dept. of Forestry & Fire Protection et al* (2010) 190 Cal.App.4th 217. For an
16 expanded list of my representative decisions, see Exhibit A.

17 4. I also have been retained by various governmental entities, including
18 the State of California, at my then current rates to consult with them regarding their
19 affirmative attorney fee claims.

20 5. I am frequently called upon to opine about the reasonableness of
21 attorneys' fees, and numerous federal and state courts have cited my testimony on
22 that issue favorably. The reported cases referencing my testimony include the
23 following California appellate courts: *Laffite v. Robert Half Int'l* (2014)
24 __Cal.App.4th __, 2014 Cal.App.LEXIS 1059; *In re Tobacco Cases I* (2013) 216
25 Cal.App.4th 570; *Heritage Pacific Financial LLC v. Monroy* (2013) 215
26 Cal.App.4th 972, 1009; *Children's Hospital & Medical Center v. Bonta* (2002) 97
27 Cal.App.4th 740; *Wilkinson v. South City Ford* (2010) 2010 Cal.App.Unpub.
28 LEXIS 8680; *Church of Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628

(anti-SLAPP case). My declaration also has been favorably referenced by the following federal courts: *Prison Legal News v. Schwarzenegger* (9th Cir. 2010) 608 F.3d 446, 455, in which the expert declaration referred to in that opinion is mine; *Antoninetti v. Chipotle Mexican Grill, Inc.* (9th Cir. 2012) Order filed Dec. 26, 2012; *In re TFT-LCD (Flat Panel) Antitrust Litigation* (N.D.Cal. 2013) No. M 07-1827 SI, MDL, No. 1827, Report and Recommendation of Special Master re Motions for Attorneys' Fees etc., filed Nov. 9, 2012, adopted in relevant part, 2013 U.S.Dist.LEXIS 49885; *Rosenfeld v. United States Dept. of Justice* (N.D. Cal. 2012) 904 F.Supp.2d 988; *Stonebrae v. Toll Bros.* (N.D. Cal. 2011) 2011 U.S.Dist.LEXIS 39832, at *9 (thorough discussion), *aff'd* (9th Cir. 2013) 2013 U.S.App.LEXIS 6369; *Hajro v. United States Citizenship & Immigration Service* (N.D.Cal 2012) 900 F.Supp.2d 1034, 1054; *Armstrong v. Brown* (N.D. Cal. 2011) 2011 U.S.Dist.LEXIS 87428; *Californians for Disability Rights, Inc. v. California Dept. of Transportation* (N.D. Cal. 2010) 2010 U.S.Dist.LEXIS 141030; *Prison Legal News v. Schwarzenegger* (N.D. Cal. 2008) 561 F.Supp.2d 1095 (an earlier motion); *Oberfelder v. City of Petaluma* (N.D. Cal. 2002) 2002 U.S.Dist.LEXIS 8635, *aff'd* (9th Cir. 2003) 2003 U.S.App.LEXIS 11371; *Bancroft v. Trizechahn Corp.*, C.D. Cal. No. CV 02-2373 SVW (FMOx), Order Granting Reasonable Attorneys' Fees etc., filed Aug. 14, 2006; *Willoughby v. DT Credit Corp.*, C.D. Cal. No. CV 05-05907 MMM (Cwx), Order Awarding Reasonable Attorneys' Fees After Remand, filed July 17, 2006; *A.D. v. California Highway Patrol* (N.D.Cal. 2009) 2009 U.S.Dist.LEXIS 110743, *rev's'd on other grounds* (9th Cir. 2013) 712 F.3d 446, *reaffirmed and additional fees awarded on remand* at 2013 U.S.Dist.LEXIS 169275; *National Federation of the Blind v. Target Corp.* (N.D.Cal. 2009) 2009 U.S.Dist.LEXIS 67139. In addition, numerous trial courts have relied upon my testimony in unpublished fee orders.

6. I also have extensive experience litigating the merits of class actions, including numerous housing, government benefits, and consumer class actions.

1 See, e.g., *Employment Dev. Dept. v. Superior Court (Boren)* (1981) 30 Cal.3d 256.

2 I also have represented Class Counsel on their fee requests in numerous highly-
3 contested class actions, including *Davis v. City & County of San Francisco, supra*,
4 *Duran v. First National Bank*, Alameda County Superior Court No. 2001-035537,
5 and *Molina, et al. v. Lexmark International, et al.*, Los Angeles County Superior
6 Court No. BC339177.

7 7. In this matter, I have reviewed several documents from the underlying
8 litigation and fee motion, including the entire Motion for Preliminary Approval, as
9 well as the declarations of Plaintiffs' principal counsel filed in support of the
10 instant motion. I also have discussed the case with class counsel Julie Corbo-
11 Ridley.

12 **PLAINTIFFS' ATTORNEYS' HOURLY RATES ARE**
13 **REASONABLE**

14 8. Through my writing and practice, I have become knowledgeable
15 about the non-contingent market rates charged by attorneys in California and
16 elsewhere. I have obtained this knowledge in several ways: (1) by handling
17 attorneys' fee litigation; (2) by preparing expert declarations in numerous cases;
18 (3) by discussing fees with other attorneys; (4) by obtaining declarations regarding
19 prevailing market rates in cases in which I represent attorneys seeking fees; and (5)
20 by reviewing attorneys' fee applications and awards in other cases, as well as
21 surveys and articles on attorneys' fees in the legal newspapers and treatises.

22 9. I am aware of the hourly rates being requested by Plaintiffs' attorneys
23 in this case, their experience and qualifications, the nature of the work performed,
24 and the results achieved. Under California law, Plaintiff's attorneys are entitled to
25 their requested rates if those rates are "within the range of reasonable rates charged
26 by and judicially awarded comparable attorneys for comparable work." *Children's*
27 *Hosp. & Med. Ctr. v. Bonta [CHMC]* (2002) 97 Cal.App.4th 740, 783. In my
28 opinion, the information about non-contingent hourly rates I have gathered, some

1 of which is summarized below, shows that the rates requested by Plaintiffs'
2 counsel in this matter are well within the range of the non-contingent market rates
3 charged by California and San Diego attorneys of reasonably comparable
4 experience, skill, and expertise for reasonably comparable services. I base that
5 opinion in large part on the following data:

6 **Court Awards**

7 10. Several of the Plaintiffs' law firms have had the hourly rates requested
8 here, or their equivalent rates in prior years, approved by the courts in other class
9 actions. For example, Hurst & Hurst's rates were found reasonable in *Serochi v.*
10 *Bosa Development California II, Inc., et al.*, San Diego Superior Court Case No.:
11 37-2009-00096686-CU-BT-CTL. Similarly, Ms. Lorens's 2012 rate of \$795/hour
12 was approved in November 2012 in *Hoch v. Rockin' Baja Coastal Cantina, et al.*,
13 San Diego Superior Court Case No. 37-2012-00095176-CU-OE-CTL/*Mojica v.*
14 *Rockin' Baja Coastal Cantina, et al.*, San Diego Superior Court Case No. 37-2012-
15 00091490-CU-OE-CTL. This is highly probative evidence of the reasonableness
16 of their rates in subsequent reasonably similar cases.

17 11. Counsel's rates are also consistent with the following court awards
18 from the Southern District of California¹:

19 (1) In *Hartless v. Clorox*, 273 F.R.D. 630, 644 (S.D. Cal. 2011), the
20 Court found, *inter alia*, that class counsel's requested rates were consistent with
21 the hourly rates found reasonable in numerous other class actions and with rates
22 charged by other firms in the San Diego area, including rates of \$795 per hour for a
23 25-year attorney and \$675 per hour for an experienced partner. 273 F.R.D. at 644.

24
25 ¹ In my experience, for purposes of the hourly rates charged and found reasonable by the courts,
26 the differences between types of class actions (i.e. wage and hour class actions versus consumer
27 class actions) are not significant, either factually or legally. See, e.g., *Heritage Pacific Financial,*
28 *LLC v. Monroy*, 215 Cal.App.4th 972, 1009 (2013); *Camacho v. Bridgeport Financial, Inc.*, 523
F.3d 973, 979 (9th Cir. 2008).

1 Given the rate increases that have occurred over the ensuing three years, counsel's
2 rates here are certainly within the same range.

3 (2) In *Shames v. Hertz Corp.*, 2012-2 Trade Case. (CCH) ¶78,120 (S.D.
4 Cal. 2012), the Court, relying on *Hartless*, found that plaintiffs' San Diego
5 Counsel there were comparable in skill and experience to the attorneys whose rates
6 were found reasonable in *Hartless*. At *59-61.

7 (3) In *Briarwood Capital LLC v. HCC Investors LLC*, San Diego
8 Superior Court No. GIC877446, on March 30, 2011, the court (Judge William R.
9 Nevitt Jr.) found that the 2009 hourly rates charged by the San Diego office of
10 Bernstein Litowitz Berger & Grossman LLP -- \$725 for partners, \$490-550 for
11 associates -- were reasonable.

12 (4) Similarly, in the same case, the court found that the 2009 rates
13 charged by the Century City office of O'Melveny & Myers LLP, including rates of
14 \$860-950 for a 36-37 year attorney and \$700-710 for 16-18 year attorneys also
15 were reasonable for San Diego litigation. Again, given the rate increases that have
16 occurred over the past three years, Plaintiffs' attorneys' current rates here are in the
17 same range as those found reasonable in *Briarwood Capital*.

18 (5) In *Atlas v. Accredited Home Lenders Holdings, Co.* Case No. 07-
19 CV-488-H-CAB (S.D. Cal. 2009), the court (Judge Marilyn Huff) found the 2009
20 rates charged by Bernstein Litowitz's San Diego office reasonable. Again, those
21 rates ranged from \$490 to \$550 for associates, and \$725 for a partner.

22 (6) In *In re Virgil's Tours*, Case No. 08-30659 (Bank. N.D. Cal. 2008),
23 the court found reasonable the 2008 rates requested by Morrison & Foerster LLP's
24 San Diego office. Those rates ranged from \$600 to \$675 for partners, from \$350 to
25 \$485 for associates, and from \$220 to \$245 for paralegals.

26 (7) In *Qualcomm, Inc. v. Broadcom, Inc.* Case No. 05-CV-1958-B,
27 2008 WL 2705161 (S.D. Cal. 2008), the court found the 2007 hourly rates
28 requested by Wilmer Cutler, Pickering, Hale & Dorr LLP reasonable for San

1 Diego-based litigation. Those rates ranged from \$45 to \$300 for staff and
2 Paralegals, from \$275 to \$505 for associates and counsel, and from \$435 to \$850
3 for partners.

4 12. In addition to local courts, the following hourly rates have been
5 found reasonable by various California courts for reasonably similar services:

6 **2014**

7 (1) *IPVX Patent Holdings, Inc. v. Voxernet LLC*, N.D. Cal. No.
8 5:13-CV-01708-HRL, a patent infringement case, in which the court found the
9 following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
<u>2014</u>	
45	\$750
35	750
23	725
19	695
5	400
3	350
Paralegal	125
<u>2013</u>	
18	\$755
11	595
2	425
<u>2012</u>	
40	\$865
17	755
10	595
1	375

23 (2) *Doe v. United Healthcare Insurance Co., et al.*, C.D. Cal. No.
24 SACV 13-0864 DOC(JPRx), Order Granting Attorney's Fees and Costs, filed
25 October 15, 2014, a multi-Plaintiff consumer action, in which the court found the
26 following hourly rates reasonable:

<u>Whatley Kallas</u>	
<u>Years of Experience</u>	<u>Rate</u>
36	\$950

Whatley Kallas

<u>Years of Experience</u>	<u>Rate</u>
27	900
32	800
33	750
21	700
10	600
4	400
2	375
Paralegal	225
Intern	125

Consumer Watchdog

35	\$925
19	650
4	425

(3) *Rose v. Bank of America Corp.*, N.D. Cal. No. 5:11-CV-02390-EJD; 5:12 CV-04009-EJD, Order Granting Motion for Final Approval of Settlement; Granting in Part and Denying in Part Motion for Attorney's Fees and Costs, filed August 29, 2014, a consumer class action involving the Bank's loan servicing calls, in which the court found the following hourly rates reasonable:

Partners: \$775-350

Associates: \$525-325

(4) *Carpio v. California Department of Social Services, Los Angeles County Superior Court*, No. BS 135127, Order Granting Petitioner's Motion For Attorney's Fees, filed July 24, 2014, a government benefits writ of mandate, in which the court found the following hourly rates reasonable:

<u>Years</u>	<u>Rate</u>
39	\$750
35	730
13	500
8	460
6	440

(5) *Cornell v. City & County of San Francisco*, San Francisco County

1 Superior Court No. CGC-11-509240, Order Granting Motion for Reasonable
2 Attorneys' Fees, Subject to Modifications, filed May 15, 2014, an individual police
3 misconduct/employment action, in which the court found the following hourly
4 rates reasonable, plus a 1.25 lodestar multiplier for merits work:

<u>Years of Experience</u>	<u>Rate</u>
45	\$750
35	750
23	725
19	695
5	400
3	350
Paralegal	125

11 **2013 Rates**

12 (1) *Ellis v. Costco Wholesale Corp.*, N.D. Cal. No. C04-3341 EMC,
13 Order Granting Motion for Final Approval of Class Action Settlement, filed May
14 27, 2014, an employment class action, in which the court found the following
15 hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
38	\$700
35	825
30	650-825
29	875
19	725
9	500
8	460
7	425-575
6	435
3	315
Paralegals	155-295
Law Clerks	185-275

25 (2) *In re Pacific Bell Late Fee Litigation*, Contra Costa County Superior
26 Ct. No. MSC10-00840, Order Awarding Attorneys' Fees, Costs and Expenses and
27 Authorizing Payment of Incentive Award to the Class Representative, filed
28 October 18, 2013, a consumer class action, in which the court found the following

hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
17	\$850
16	680
11 (partner)	680
36	675
32	675
28 (assoc.)	620
4	400
3	390
Paralegals and Litigation Support	160-180

(3) *Reuters America LLC v. The Regents of the Univ. of Calif.*, Alameda County Superior Court No. RG12-613664, Order Granting in Part Motion of Petitioner for Attorneys' Fees filed May 2, 2013, reversed on the merits sub nom *Regents of U.C. v. Superior Court* (2014) 222 Cal.App.4th 383, a California Public Records Act action, in which the trial court found the following hourly rates reasonable, before applying a 1.3 lodestar multiplier:

<u>Years of Experience</u>	<u>Rate</u>
31	\$785
27	600
6	400

(4) *Recouvreur v. Carreon* (N.D. Cal. 2013) 940 F.Supp.2d 1063, a Lanham Act/ sanctions fee motion, in which the court found the following hourly rate reasonable:

<u>Years of Experience</u>	<u>Rate</u>
20+	\$700

2012 Rates

(1) *In re TFT-LCD (Flat Panel) Antitrust Litigation* (N.D.Cal. 2013) No. M 07 1827 SI, MDL, No. 1827, an antitrust class action, in which the court found the following hourly rates reasonable:

Zelle Hofman

<u>Bar Admission</u>	<u>Rate</u>
1967	\$1000
1978	861
2001	619
2002	525
2005	500
2006	472
2009	417

Steyer, Lowenthal et al.

<u>Bar Admission</u>	<u>Rate 2012</u>	<u>Rate 2011</u>	<u>Rate 2010</u>
1981	\$820	\$770	\$730
1995	660	640	590
2007	380	360	320
2008	380	360	320
1982	750	710	680
Paralegal	190		

Cooper & Kirkham

<u>Bar Admission</u>	<u>Rates 2010-2012</u>
1964	\$950
1975	825
2001	550

(2) *Rosenfeld v. United States Dept. of Justice* (N.D. Cal. 2012) 904 F.Supp.2d 988, a Freedom of Information Act action, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
28	\$700
21	550
1	200
Law students	160-180

(3) *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No. RG08366506, Order of Final Approval and Judgment filed November 8, 2012, a wage and hour class action, in which the court found the following hourly

1 rates reasonable:

<u>Year of Bar Admission</u>	<u>Rate</u>
1970	\$785
1976	775
1981	750
1993	650-700
1994-1997	500-650
2004	500
2005	470
2006	445-475
2007	450
2008	400
2009	350

11 (4) *American Civil Liberties Union v. Drug Enforcement Administration*,
12 N.D. Cal. No. C-11-01977 RS, Order Granting Motion for Attorneys' Fees and
13 Litigation Costs Pursuant to 5 U.S.C. §552, filed November 8, 2012, a Freedom of
14 Information Act case, in which the court found the following hourly rates
15 reasonable:

<u>Year of Bar Admission</u>	<u>Rate</u>
1970	\$700
1996	595
1999	575
Law Clerks	150

20 (5) *Luquetta v. The Regents of the Univ. of California*, San Francisco
21 Superior Ct. No.CGC-05-443007, Order Granting Plaintiff's Motion for Common
22 Fund Attorneys' Fees and Expenses, filed October 31, 2012, a class action to
23 recover tuition overcharges, in which the court found the following hourly rates
24 reasonable:

<u>Year of Bar Admission</u>	<u>Rate</u>
1977	\$850
1986	785
1991	750
1994	700
1998	625

2000	570
2001	550
2002	520
Law Clerks	250
Paralegals	215

(6) *Davis v. Prison Health Services* (N.D. Cal. 2012) 2012 U.S. Dist. LEXIS 138556, an individual Fair Employment and Housing Act case, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
33	\$750
29	675
4	300
6	265

2011 Rates

(1) *Pierce v. County of Orange* (C.D. Cal. 2012) 905 F.Supp.2d 1017, a civil rights class action brought by pre-trial detainees, in which the court approved a lodestar, including appellate fees, based on the following 2011 rates:

<u>Years of Experience</u>	<u>Rate</u>
42	\$850
32	825
23	625
18	625
Law Clerks	250
Paralegals	250

(2) *Davis v. Prison Health Services* (N.D. Cal. 2012) 2012 U.S. Dist. LEXIS 138556, an individual Fair Employment and Housing Act case, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
33	\$750
29	675
4	300
6	265

(3) *Holloway et. al. v. Best Buy Co., Inc.* (N.D. Cal. 2011) No. 05-5056

1 PJH, Order dated November 9, 2011, a class action alleging that Best Buy
2 discriminated against female, African American and Latino employees by denying
3 them promotions and lucrative sales positions, in which the court approved a
4 lodestar award based on the following rates:

<u>Years of Experience</u>	<u>Rate</u>
37	\$825
Associates	
8	490
6	405
Law Clerks	225
Paralegals	215

10 (3) *Molina, et al. v. Lexmark International, et al.*, Los Angeles County
11 Superior Court No. BC339177, Order Granting Petitioners' Motion for Attorneys'
12 Fees and Costs in the Amount of \$5,722,008.07, filed October 28, 2011, *aff'd*
13 (2013) 2013 Cal.App.Unpub. LEXIS 6684, a class action to recover forfeited
14 vacation pay, in which the court found the following hourly rates reasonable
15 (before applying a 2.0 multiplier):

<u>Years of Experience</u>	<u>Rate</u>
42	\$675
25	550
24	655-675
23	625
20	550
17	600
9	475
6	350
Paralegals	210
Paralegals	210

23 **2010 Rates**

24 (1) *Californians for Disability Rights, Inc., et al. v. California*
25 *Department of Transportation, et al.* (N.D.Cal. 2010) 2010 U.S.Dist.LEXIS
26 141030, adopted by Order Accepting Report and Recommendation filed February
27 2, 2011, a disability-access class action, in which the court found the following
28

2010 hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
49	\$835
34	730
26	740
25	730
19	660
10	570
9	560
7	535
6	500
5	475
3	350
2	290
1	225-265
Senior Paralegals	265
Law Clerks	175
Case Clerks	165

Rate Information from Surveys

12. I also base my opinion on several credible surveys of legal rates, including the following:

- The 2014 *Laffey Matrix* is a survey of District of Columbia hourly rates that is often relied upon in other jurisdictions, with appropriate adjustments for differences in income levels, to determine reasonable hourly rates. See, e.g., *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695. A copy of that survey is attached hereto as Exhibit B. It shows that for attorneys with 20+ years out of law school, the prevailing market in the period between June 1, 2013, and May 31, 2014 was \$771 per hour. For lawyers with 11-19 years out of law school, the prevailing rate for the same period was \$640 per hour. The difference in the Local Pay Tables for the Washington D.C. area and the San Diego-Carlsbad-San Marcos areas are de minimis -- .03%.

- 1 • On January 13, 2014, the National Law Journal published an article
2 about its most recent rate survey. That article included a chart listing
3 the billing rates of the 50 firms that charge the highest average hourly
4 rates for partners. A true and correct copy of that article is attached
5 hereto as Exhibit C. Of the 50 firms listed, several have offices in the
6 San Diego area and many others have significant litigation experience
7 in this area. And, although the rates that Plaintiffs' counsel are
8 requesting here are significantly *lower* than many of the rates charged
9 by the top 50 firms, the NLJ chart does show the *range* of rates
10 charged for similar services, which *is* the applicable standard. *See*
11 *CHMC*, 97 Cal.App.4th at 783.
- 12 • In an article entitled "On Sale: The \$1,150-Per Hour Lawyer,"
13 written by Jennifer Smith and published in the Wall Street Journal on
14 April 9, 2013, the author describes the rapidly growing number of
15 lawyers billing at \$1,150 or more revealed in public filings and major
16 surveys. A true and correct copy of that article is attached hereto as
17 Exhibit D. The article also notes that in the first quarter of 2013, the
18 50 top-grossing law firms billed their partners at an *average* rate
19 between \$879 and \$882 per hour.
- 20 • In an article published April 16, 2012, the Am Law Daily described
21 the 2012 Real Rate Report, an analysis of \$7.6 billion in legal bills
22 paid by corporations over a five-year period ending in December
23 2011. A true and correct copy of that article is attached hereto as
24 Exhibit E. That article confirms that the rates charged by experienced
25 and well-qualified attorneys have continued to rise over the five-year
26 period between 2006 and 2011, particularly in large urban areas. It
27 also shows, for example, that the top quartile of lawyers bill at an
28 *average* of "just under \$900 per hour."

1 **Rates Charged by Other Law Firms**

2 14. The standard hourly non-contingent rates for comparable civil
3 litigation stated in court filings, depositions, surveys, or other reliable sources by
4 numerous California law firms or law firms with offices or practices in California
5 also support counsel's rates. The following hourly rates are those charged where
6 full payment is expected promptly upon the rendition of the billing and without
7 consideration of factors other than hours and rates. If any substantial part of the
8 payment were to be contingent or deferred for any substantial period, for example,
9 the fee arrangement would be adjusted accordingly to compensate the attorneys for
10 those factors. These rates include, in alphabetical order:²

11 **Altshuler Berzon LLP****

12 **2014 Rates:** Years of Experience Rate
13 38 \$895

14 **2012 Rates:** Years of Experience Rate
15 34 \$850
16 26 785
17 21 750
18 18 700
19 14 625
20 12 570
21 11 550
22 10 520
23 6 410
24 5 385
25 4 335

26 Law Clerks 250
27 Paralegals 215
28 **2011 Rates:** Years of Experience Rate
 43 \$825
 17 675
 12 575
 10 520
 Law Clerks 225

² Firms based in San Diego are marked with an *. Firms with substantial class action practices, which tend to be statewide, are marked "***".

Altshuler Berzon LLP**

Paralegals 215

Arnold Porter LLP

<u>2013 Rates:</u>	Average Partner	\$815
	Highest Partner	950
	Lowest Partner	670
	Average Associate	500
	Highest Associate	610
	Lowest Associate	345

The Arns Law Firm LLP **

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	37	\$950
	Law Clerks	165

Bernstein Litowitz Borger & Grossman LLP
(San Diego Office)*, **

<u>2009 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	\$725
	Associates	490-550

Bingham McCutchen

<u>2013 Rates:</u>	Average Partner	\$795
	Highest Partner	1,080
	Lowest Partner	670
	Average Associate	450
	Highest Associate	605
	Lowest Associate	185

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	30	\$780

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	13	\$655
	4	480
	2	400

Blood Hurst & O'Reardon*, **

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	22	\$655
	17	585

Blood Hurst & O'Reardon*, **

6	510
5	410
1	305
Paralegals	260

Burson & Fisher**

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	16	\$680-850
	11	680
	4	400
	3	390
	2	375
	1	300
	Law Clerks	225
	Litigation Support Specialists	180

Chavez & Gertler*

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	33	\$750
	29	725
	32	675
	21	575
	11	535
	7	475
	Legal Assistant	185

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	32	\$725
	28	700
	10	550
	9	510
	5	425
	Paralegals	225

Coblentz Patch & Duffy

<u>2013 Rates:</u>	<u>Year of Bar Admission</u>	<u>Rate</u>
	1979	\$720
	1994	575
	2008	320
	Paralegals/Case Clerks	295

Cohelan Khoury & Singer

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	38	\$750
	28	750
	11	400
	Paralegal	170

Cooper & Kirkham

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	48	\$950
	37	825
	11	600

Covington Burling

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	28	\$750
	16	670
	14	670
	7	510
	2	375
	5	490
	Litigation Support	110-355

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	27	\$730
	15	632-650
	13	650

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	26	\$710
	14	640
	12	600
	9	565
	7	550
	5	425
	3	390
	1	320

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	25	\$710
	13	640
	11	575-600
	8	550-565

Covington Burling

6	525-550
4	390-425
2	350-390

Farella Braun & Martell LLP

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	31	\$715

Fenwick & West

<u>2014 Rates</u>	<u>Years of Experience</u>	<u>Rate</u>
	45	\$750
	35	750
	23	725
	19	695
	5	400
	3	350
	Paralegal	125
<u>2013 Rates</u>	18	\$755
	11	595
	2	425
<u>2012 Rates</u>	40	\$865
	17	755
	10	595
	1	375

Furth Firm LLP**

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	51	\$875
	39	750
	38	600
	33	775
	25	550
	23	650
	21	625
	19	610
	18	600
	17	585
	16	570
	15	560

Furth Firm LLP**

14	550
13	525
12	515
11	510
10	505
9	500
7	460
4	435
Law Clerks	125-260

Gibson Dunn & Crutcher LLP

<u>2013 Rates:</u>	Average Partner	\$980
	Highest Partner	1,800
	Lowest Partner	765
	Average Associate	590
	Highest Associate	930
	Lowest Associate	175

Goldstein, Borgen, Dardarian & Ho**

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	33	\$795
	27	750
	8	500
	4	395
	3	350
	1	300
	Law Clerks/Paralegals	160-250

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	42	\$785
	36	750
	31	700
	18	650

	Associates	
	7	470
	6	445
<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	41	\$725
	35	725

Goldstein, Borgen, Dardarian & Ho**

30	700
24	650
18	600
17	600
16	550

2010 Rates:

Years of Experience Rate

Partners

40	\$700
34	700
29	675
23	625
17	575
16	575

Of Counsel

40	725
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Associates

15	\$500
11	440
6	375
5	365
4	355
3	340
2	325
1	305

Law Clerks

Paralegals	195
	150-225

Greenberg, Traurig, LLP

2010 Rates:

<u>Years of Experience</u>	<u>Rate</u>
22	\$850

Greines, Martin, Stein & Richland

2012 Rates:

<u>Years of Experience</u>	<u>Rate</u>
41	\$850
29	850
23	650
18	500
Law Clerks	100

Hadsell, Stormer, Keeny, Richardson & Renick**

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	38	\$825
	33	775
	22-23	625
	17	600
	12	525
	10	425
	4	275
	3	250

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	36	\$800
	31	750
	20-21	600
	15	575
	10	475-500
	8	425
	4	325
	2	275
	1	250

Hausfeld LLP**

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	45	\$985
	37	935-895
	15	610-510
	14	600
	7	490
	3	370
	Paralegals	300-320
	Law Clerks	325

Irell & Manella

<u>2013 Rates:</u>		
	Average Partner	\$890
	Highest Partner	975
	Lowest Partner	800
	Average Associate	535
	Highest Associate	750
	Lowest Associate	395

1 **Janssen Malloy LLP**

2 **2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
33	\$775
Paralegals	175

4 **Jones Day**

5 **2013 Rates:**

Average Partner	\$745
Highest Partner	975
Lowest Partner	670
Average Associate	435
Highest Associate	775
Lowest Associate	205

9 **Kaye, McLane, Bednarski & Litt ****

10 **2013 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
44	\$925
27	725
24	725
7	525
5	475

15 **Keker & Van Nest, LLP**

16 **2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Partners	
32	\$775
Other Partners	525-975
Associates	340-500
Paralegals/Support Staff	120-260

20 **Kemnitzer, Barron & Krieg**

21 **2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
38	\$750
32	750
8	475
3	350
Senior Paralegal	250

26 **Kiesel, Boucher, Larson LLP *, ****

27 **2012 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Partners	
27-28	\$890

Kiesel, Boucher, Larson LLP *, **

Associates 625-325

Kingsley & Kingsley**

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	14	\$655
	8	475-515
	7	475
	6	485
	5	375
	3	350
	2	300

Kirkland & Ellis

<u>2013 Rates:</u>		
	Average Partner	\$825
	Highest Partner	995
	Lowest Partner	670
	Average Associate	540
	Highest Associate	715
	Lowest Associate	235

Knapp, Petersen & Clarke

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	36	\$753
	9	554
	6	383

Knobbe Martin Olson & Bear LLP

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	\$395-710
	Associates	285-450

Latham & Watkins

<u>2013 Rates:</u>		
	Average Partner	\$990
	Highest Partner	1,100
	Lowest Partner	670
	Average Partner	895
	Average Associate	605
	Highest Associate	725
	Lowest Associate	465

Lewis Feinberg Lee, Renaker & Jackson,
P.C.**

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	38	\$825
	29	750
	24	725
	21	700
	8	450
	7	425
	3	375
	Senior Paralegals	250
	Law Clerks	225

Litt, Estuar, & Kitson, LLP**

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	42	\$825
	18	625
	17	625
	5	425
	3	375
	Senior Paralegals	125-235
	Law Clerks	225

Manatt, Phelps & Phillips

<u>2013 Rates:</u>	<u>Average Partner</u>	<u>\$740</u>
	Highest Partner	795
	Lowest Partner	670
	Lowest Partner	640
<u>2010 Rates:</u>	Partners	525-850
	Associates	200-525

McKenna Long & Aldridge LLP

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	30	\$775
	9	650

McKenna Long & Aldridge LLP

5	420
Litigation Support Mgr.	350
Paralegals	225

Minami Tamaki LLP

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	36	\$750
	15	525
	5	395
	Paralegals	175

Morrison Foerster LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Average Partner	\$865
	Highest Partner	1,195
	Lowest Partner	670
	Lowest Partner	595
	Average Associate	525
	Highest Associate	725
	Lowest Associate	230

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	22	\$775
	11	625
	10	620
	1	335

<u>2009 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	24	\$750

O'Melveny & Myers

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Average Partner	\$715
	Highest Partner	950
	Lowest Partner	615

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	12	\$695
	4	495

Patton Boggs

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
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Patton Boggs

Partners	
14	\$830
29	750
20	750
33	700
27	700
13	575
24	550
14	530
Of Counsel	
30	600
15	500
Associates	
9	450
7	425
3	340
2	315
Senior Paralegals	200-265
Paralegals	170

Pillsbury Winthrop Shaw Pittman LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Average Partner	\$865
	Highest Partner	1,070
	Lowest Partner	670
	Average Associate	520
	Highest Associate	860
	Lowest Associate	375
<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	30	\$705-775
	Other Partners	595-965
	Associates	320-650
	Paralegals/Support Staff	85-380

Quinn Emanuel Urquhart & Sullivan

<u>2013 Rates:</u>	Average Partner	\$915
	Highest Partner	1,075
	Lowest Partner	810
	Average Associate	410

Quinn Emanuel Urquhart & Sullivan

Highest Associate	675
Lowest Associate	320

Reed Smith LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partner	
	36	\$830
	30	805
	17	610-615
	14	570
	Associates	
	8	450-535
	6	495

Robbins Geller Rudman & Dowd LLP *, **

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	26	\$695
	19	575
	Associates	535-345
	Paralegals	295

Rosen, Bien, Galvan & Grunfeld LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	51	\$875
	33	780
	29	660
	16	630
	Of Counsel	
	30	580
	Associates	
	20	550
	10	480
	9	465
	8	445-450
	7	440
	6	435
	5	405
	4	375

Rosen, Bien, Galvan & Grunfeld LLP

3	355
Paralegals	220-280
Litigation Support/ Paralegal clerk	170
Law Clerk/Students	250
Word Processing	80

2012 Rates:

Years of Experience **Rate**

Partners

50	\$860
32	760
28	640
15	610

Of Counsel

29	570
----	-----

Associates

19	540
10	470
9	460
7	400
6	400
5	380
4	360
3	340

Paralegals	215-280
------------	---------

Litigation Support/ Paralegal clerk	150
--	-----

Law Clerk/Students	240
--------------------	-----

Word Processing	80
-----------------	----

2011 Rates:

Years of Experience **Rate**

Partners

49	\$840
31	740
27	625
14	590

Of Counsel

28	540
----	-----

Associates

18	525
11	465
10	450

Rosen, Bien, Galvan & Grunfeld LLP

9	440
8	420
6	385
5	365
4	350
3	325
2	315
Paralegals	205-275
Litigation Support/ Paralegal clerk	140-220
Law Clerk/Students	225
Word Processing	75

2010 Rates:

Years of Experience Rate

Partners

48	\$800
30	700
26	575
13	560
Of Counsel	
27	520

Associates

17	510
13	490
9	430
8	415
7	390
5	360
3	325
1	285
Paralegals	200-275
Litigation Support/ Paralegal clerk	135-220
Law Clerk/Students	190
Word Processing	70

Rudy, Exelrod, Zieff & Lowe LLP

2010 Rates:

Years of Experience Rate

Partners

42	\$725
32	725

Rudy, Exelrod, Zieff & Lowe LLP

15	625
Associates	
21	495
13	485
8	450

**Schneider Wallace Cottrell Brayton Konecky
LLP****

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	13-22	\$750
	Associates/Of Counsel	575
	20	535-345
	37	295
	10-13	650
	0-3	350-475
	Paralegals/Law Clerks	135-300

**Schonbrun, DeSimone, Seplow, Harris &
Hoffman****

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	27	\$695
	22	630

Sheppard, Mullin, Richter & Hampton

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	\$495-820
	Associates	270-620

Sidley Austin

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	33	\$900
	Senior Partners	1,100
	Legal Assistants	120-280

Skadden, Arps, Slate, Meagher & Flom

<u>2013 Rates:</u>	<u>Average Partner</u>	<u>\$1,035</u>
	Highest Partner	1,150
	Lowest Partner	845

1 **Skadden, Arps, Slate, Meagher & Flom**

2	Average Associate	620
3	Highest Associate	845
4	Lowest Associate	340

5 **Spiro Moore LLP****

6	<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
7		30+	\$700
8		17	600

9 **Law Offices of Michael D. Thamer**

10	<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
11		31	\$775

12 **Townsend and Townsend and Crew**

13	<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
14		Partners	\$470-475
15		Associates	260-460

16 **Wilson Sonsini Goodrich & Rosati PC**

17	<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
18		28	\$875
19		Other Partners	650-975
20		Associates	290-610
21		Paralegals/Litigation	120-300
22		Support	

23 **Zelle Hofmann Voelbel & Mason, LLP****

24	<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
25		Partners	Up to \$950
26		Associates	Up to \$540
27		Paralegals	Up to \$290
28		Law Clerks	Up to \$250
29	<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
30		Partners	
31		38	\$800
32		26	685
33		23	650
34		22	640
35		Associates	
36		9	500

1 **Zelle Hofmann Voelbel & Mason, LLP****

2	4	435
3	3	415
4	2	405
5	1	395
6	Paralegals	210-290

7 13. The declaration of San Diego attorneys Vincent J. Bartolotta and
8 Timothy Blood, filed with this motion, also support the rates requested here. All of
9 this evidence shows that Plaintiffs' requested rates are well within the range of
10 rates charged in this forum by comparably qualified and experienced attorneys for
11 comparably difficult work.

12 14. In my experience, fee awards are almost always determined based on
13 current rates, *i.e.*, the attorney's rate at the time a motion for fees is made, rather
14 than the historical rate at the time the work was performed. This is a common and
15 accepted practice to compensate attorneys for the delay in being paid. The hourly
16 rates set forth above are those charged where full payment is expected promptly
17 upon the rendition of the billing and without consideration of factors other than
18 hours and rates. If any substantial part of the payment were to be deferred for any
19 substantial period of time, for example, the fee arrangement would be adjusted
20 accordingly to compensate the attorneys for those factors.

21 15. If called as a witness, I could and would competently testify from my
22 personal knowledge to the facts stated herein. I declare under penalty of perjury
23 that the foregoing is true and correct. Executed this 25th day of November 2014, in
24 Berkeley, California.

25 

26 Richard M. Pearl

1 **ADDITIONAL COUNSEL FOR PLAINTIFFS AND THE CERTIFIED CLASS**

2 Timothy D. Cohelan (Bar No. 60827)

3 Michael D. Singer (Bar No. 115301)

4 COHELAN KHOURY & SINGER

5 605 "C" Street, Suite 200

6 San Diego, CA 92101

7 Telephone: (619) 595-3001

EXHIBIT A

RESUME OF RICHARD M. PEARL

RICHARD M. PEARL
LAW OFFICES OF RICHARD M. PEARL
1816 Fifth Street
Berkeley, CA 94710
(510) 649-0810
(510) 548-5074 (facsimile)
rpearl@interx.net (e-mail)

EDUCATION

University of California, Berkeley, B.A., Economics (June 1966)
Boalt Hall School of Law, Berkeley, J.D. (June 1969)

BAR MEMBERSHIP

Member, State Bar of California (admitted January 1970)
Member, State Bar of Georgia (admitted June 1970) (inactive)
Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

EMPLOYMENT

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, and 2014.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to Present): Teach Public Interest Law Practice, a 2-unit course that focuses on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.

RICHARD M. PEARL

Page 2

CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

RICHARD M. PEARL

Page 3

PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, and 2014 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

Graham v. DaimlerChrysler Corp. and *Tipton-Whittingham v. City of Los Angeles*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Feb. 2005)

Current Issues in Attorneys' Fee Litigation, California Labor and Employment Law Quarterly (September 2002 and November 2002)

Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes, Civil Litigation Reporter (Cal. Cont. Ed. Bar Nov. 2001)

A Practical Introduction to Attorney's Fees, Environmental Law News (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations in Determining, Billing, and Collecting (October 1992)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Effective Representation Before California Administrative Agencies (October 1986)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations (March 1984)

Settlers Beware/The Dangers of Negotiating Statutory Fee Cases (September 1985) Los Angeles Lawyer

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

RICHARD M. PEARL

Page 4

Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)

PUBLIC SERVICE

Member, Attorneys' Fee Task Force, California State Bar

Chairperson, Board of Directors, California Rural Legal Assistance Foundation

REPRESENTATIVE REPORTED CASES

Alcoser v. Thomas

(2011) 2011 Cal.App.Unpub.LEXIS 1180

Boren v. California Department of Employment

(1976) 59 Cal.App.3d 250

Cabrera v. Martin

(9th Cir. 1992) 973 F.2d 735

Camacho v. Bridgeport Financial, Inc.

(9th Cir. 2008) 523 F.3d 973

Campos v. E.D.D.

(1982) 132 Cal.App.3d 961

Center for Biological Diversity v. County of San Bernardino

(2010) 185 Cal.App.4th 866

Committee to Defend Reproductive Rights v. A Free Pregnancy Center

(1991) 229 Cal.App.3d 633

David C. v. Leavitt

(D. Utah 1995) 900 F.Supp. 1547

Delaney v. Baker

(1999) 10 Cal.4th 23

Employment Development Dept. v. Superior Court (Boren)

(1981) 30 Cal.3d 256

Environmental Protection Information Center, Inc. v. Pacific Lumber Co.

(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9th Cir. 2004) 103 Fed. Appx. 627

Center for Biological Diversity

(2010)

Center for Biological Diversity

RICHARD M. PEARL

Page 5

Representative Reported Cases (cont.)

Flannery v Prentice

(2001) 26 Cal. 4th 572

Graham v. DaimlerChrysler Corp.

(2004) 34 Cal. 4th 553

Horsford v. Board of Trustees of Univ. of Calif.

(2005) 132 Cal.App.4th 359

Ketchum v. Moses

(2001) 24 Cal.4th 1122

Kievian v. Dahlberg Electronics

(1978) 78 Cal.App.3d 951, cert. denied (1979)
440 U.S. 951

Lealao v. Beneficial California, Inc.

(2000) 82 Cal.App.4th 19

Lewis v. California Unemployment Insurance Appeals Board

(1976) 56 Cal.App.3d 729

Local 3-98 etc. v. Donovan

(N.D. Cal. 1984) 580 F.Supp. 714,
Aff'd (9th Cir. 1986) 792 F.2d 762

Mangold v. California Public Utilities Commission

(9th Cir. 1995) 67 F.3d 1470

Maria P. v. Riles

(1987) 43 Cal.3d 1281

Martinez v. Dunlop

(N.D. Cal. 1976) 411 F.Supp. 5,
aff'd (9th Cir. 1977) 573 F.2d 555

McQueen, Conservatorship of

(2014) 59 Cal.4th 602 (argued for *amici curiae*)

McSomebodies v. Burlingame Elementary School Dist.

(9th Cir. 1990) 897 F.2d 974

RICHARD M. PEARL

Page 6

Representative Reported Cases (cont.)

McSomebodies v. San Mateo City School Dist.
(9th Cir. 1990) 897 F.2d 975

Molina v. Lexmark International
(2013) 2013 Cal.App. Unpub. LEXIS 6684

Moore v. Bank of America
(9th Cir. 2007) 2007 U.S. App. LEXIS 19597

Moore v. Bank of America
(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

Mora v. Chem-Tronics, Inc.
(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,
5 Wage & Hour Cas. 2d (BNA) 1122

Nadaf-Rahrov v. Nieman Marcus Group
(2014) 2013 Cal.App. Unpub. LEXIS 6975

Pena v. Superior Court of Kern County
(1975) 50 Cal.App.3d 694

Ponce v. Tulare County Housing Authority
(E.D. Cal 1975) 389 F.Supp. 635

Ramirez v. Runyon
(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

Rubio v. Superior Court
(1979) 24 Cal.3d 93 (amicus)

Sokolow v. County of San Mateo
(1989) 213 Cal. App. 3d 231

S.P. Growers v. Rodriguez
(1976) 17 Cal.3d 719 (amicus)

Tongol v. Usery
(9th Cir. 1979) 601 F.2d 1091,
on remand (N.D. Cal. 1983) 575 F.Supp. 409,
revs'd (9th Cir. 1985) 762 F.2d 727

RICHARD M. PEARL

Page 7

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Tripp v. Swoap

(1976) 17 Cal.3d 671 (amicus)

United States (Davis) v. City and County of San Francisco

(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*
and revs'd in part sub nom Davis v. City and County
of San Francisco (9th Cir. 1992) 976 F.2d 1536,
modified on rehearing (9th Cir. 1993) 984 F.2d 345

United States v. City of San Diego

(S.D.Cal. 1998) 18 F.Supp.2d 1090

Vasquez v. State of California

(2008) 45 Cal.4th 243 (amicus)

Velez v. Wynne

(9th Cir. 2007) 2007 U.S. App. LEXIS 2194

REFERENCES

Furnished upon request.

September 2014

Furnished upon request

10/1/2011

EXHIBIT B

LAFFEY MATRIX

History

Easy Link

Expert Opinion

See the Matrix

Contact us

Home

Link

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
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., McDowell v. District of Columbia, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); Salazar v. Dist. of Col., 123 F.Supp.2d 8 (D.D.C. 2000).

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "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 "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "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 C

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

The National Law Journal

January 13, 2014 Monday

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**THE NATIONAL
LAW JOURNAL**

Section: NLJ'S **BILLING SURVEY**; Pg. 1; Vol. 36; No. 20

Length: 1860 words

Byline: KAREN SLOAN

Body

As recently as five years ago, law partners charging \$1,000 an hour were outliers. Today, four-figure hourly rates for indemand partners at the most prestigious firms don't raise eyebrows-and a few top earners are closing in on \$2,000 an hour.

These rate increases come despite hand-wringing over price pressures from clients amid a tough economy. But everrising standard billing rates also obscure the growing practice of discounts, falling collection rates, and slow march toward alternative fee arrangements.

Nearly 20 percent of the firms included in The National Law Journal's annual survey of large law firm billing rates this year had at least one partner charging more than \$1,000 an hour. Gibson, Dunn & Crutcher partner Theodore Olson had the highest rate recorded in our survey, billing \$1,800 per hour while representing mobile satellite service provider LightSquared Inc. in Chapter 11 proceedings.

Of course, few law firm partners claim Olson's star power. His rate in that case is nearly the twice the \$980 per hour average charged by Gibson Dunn partners and three times the average \$604 hourly rate among partners at NLJ 350 firms. Gibson Dunn chairman and managing partner Ken Doran said Olson's rate is "substantially" above that of other partners at the firm, and that the firm's standard rates are in line with its peers.

"While the majority of Ted Olson's work is done under alternative billing arrangements, his hourly rate reflects his stature in the legal community, the high demand for his services and the unique value that he offers to clients given his extraordinary experience as a former solicitor general of the United States who has argued more than 60 cases before the U.S. Supreme Court and has counseled several presidents," Doran said.

In reviewing billing data this year, we took a new approach, asking each firm on the NLJ 350-our survey of the nation's 350 largest firms by attorney headcount-to provide their highest, lowest and average billing rates for associates and partners. We supplemented those data through public records. All together, this year's survey includes information for 159 of the country's largest law firms and reflects billing rates as of October.

The figures show that, even in a down economy, hiring a large law firm remains a pricey prospect. The median among the highest partner billing rates reported at each firm is \$775 an hour, while the median low partner rate is \$405. For associates, the median high stands at \$510 and the low at \$235. The average associate rate is \$370.

Multiple industry studies show that law firm billing rates continued to climb during 2013 despite efforts by corporate counsel to rein them in. TyMetrix's 2013 Real Rate Report Snapshot found that the average law firm billing rate increased by 4.8 percent compared with 2012. Similarly, the Center for the Study of the Legal Profession at the Georgetown University Law Center and Thomson Reuters Peer Monitor found that law firms increased their rates by an average 3.5 percent during 2013.

Richard Pearl

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

Of course, rates charged by firms on paper don't necessarily reflect what clients actually pay. Billing realization rates-which reflect the percentage of work billed at firms' standard rates- have fallen from 89 percent in 2010 to nearly 87 percent in 2013 on average, according to the Georgetown study. When accounting for billed hours actually collected by firms, the realization rate falls to 83.5 percent.

"What this means, of course, is that- on average-law firms are collecting only 83.5 cents for every \$1.00 of standard time they record," the Georgetown report reads. "To understand the full impact, one need only consider that at the end of 2007, the collected realization rate was at the 92 percent level."

In other words, law firms set rates with the understanding that they aren't likely to collect the full amount, said Mark Medice, who oversees the Peer Monitor Index. That index gauges the strength of the legal market according to economic indicators including demand for legal services, productivity, rates and expenses. "Firms start out with the idea of, 'I want to achieve a certain rate, but it's likely that my client will ask for discounts whether or not I increase my rate,'" Medice said.

Indeed, firms bill nearly all hourly work at discounts ranging from 5 percent to 20 percent off standard rates, said Peter Zeughauser, a consultant with the Zeughauser Group. Discounts can run as high as 50 percent for matters billed under a hybrid system, wherein a law firm can earn a premium for keeping costs under a set level or for obtaining a certain outcome, he added. "Most firms have gone to a two-tier system, with what is essentially an aspirational rate that they occasionally get and a lower rate that they actually budget for," he said.

Most of the discounting happens at the front end, when firms and clients negotiate rates, Medice said. But additional discounting happens at the billing and collections stages. Handling alternative fee arrangements and discounts has become so complex that more than half of the law firms on the Am Law 100-NLJ affiliate The American Lawyer's ranking of firms by gross revenue-have created new positions for pricing directors, Zeughauser said.

THE ROLE OF GEOGRAPHY

Unsurprisingly, rates vary by location. Firms with their largest office in New York had the highest average partner and associate billing rates, at \$882 and \$520, respectively. Similarly, TyMetrix has reported that more than 25 percent of partners at large New York firms charge \$1,000 per hour or more for contracts and commercial work.

Washington was the next priciest city on our survey, with partners charging an average \$748 and associates \$429. Partners charge an average \$691 in Chicago and associates \$427. In Los Angeles, partners charge an average \$665 while the average associate rate is \$401.

Pricing also depends heavily on practice area, Zeughauser and Medice said. Bet-the-company patent litigation and white-collar litigation largely remain at premium prices, while practices including labor and employment have come under huge pressure to reduce prices.

"If there was a way for law firms to hold rates, they would do it. They recognize how sensitive clients are to price increases," Zeughauser said. But declining profit margins-due in part to higher technology costs and the expensive lateral hiring market-mean that firms simply lack the option to keep rates flat, he said.

BILLING SURVEY METHODOLOGY

The National Law Journal's survey of billing rates of the largest U.S. law firms provides the high, low and average rates for partners and associates.

The NLJ asked respondents to its annual survey of the nation's largest law firms (the NLJ 350) to provide a range of hourly billing rates for partners and associates as of October 2013.

For firms that did not supply data to us, in many cases we were able to supplement billing-rate data derived from public records.

In total, we have rates for 159 of the nation's 350 largest firms.

Richard Pearl

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

We used these data to calculate averages for the nation as a whole and for selected cities.

Billing Rates at the Country's Priciest Law Firms

Here are the 50 firms that charge the highest average hourly rates for partners.

Billing Rates at the Country's Priciest Law Firms

FIRM NAME	LARGEST AVERAGE		PARTNER ASSOCIATE		HOURLY HOURLY		AVERAGE	HIGH	LOW	
	U.S. OFFICE*	FULL-TIME EQUIVALENT ATTORNEYS*	RATES	RATES	RATES	RATES				
			AVERAGE		HIGH		LOW		AVERAGE	
* Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. For complete numbers, please see NLJ.com .										
** Firm did not exist in this form for the entire year.										
Debevoise & Plimpton	New York	615	\$1,055	\$1,075	\$955	\$490	\$760	\$120		
Paul, Weiss, Riffkind, Wharton & Garrison	New York	803	\$1,040	\$1,120	\$760	\$600	\$760	\$250		
Skadden, Arps, Slate, Meagher & Flom	New York	1,735	\$1,035	\$1,150	\$845	\$620	\$845	\$340		
Fried, Frank, Harris, Shriver & Jacobson	New York	476	\$1,000	\$1,100	\$930	\$595	\$760	\$375		
Latham & Watkins	New York	2,033	\$990	\$1,110	\$895	\$605	\$725	\$465		
Gibson, Dunn & Crutcher	New York	1,086	\$980	\$1,800	\$765	\$590	\$930	\$175		
Davis Polk & Wardwell	New York	787	\$975	\$985	\$850	\$615	\$975	\$130		
Willkie Farr & Gallagher	New York	540	\$950	\$1,090	\$790	\$580	\$790	\$350		
Cadwalader, Wickersham & Taft	New York	435	\$930	\$1,050	\$800	\$605	\$750	\$395		
Weil, Gotshal & Manges	New York	1,201	\$930	\$1,075	\$625	\$600	\$790	\$300		
Quinn Emanuel Urquhart & Sullivan	New York	697	\$915	\$1,075	\$810	\$410	\$675	\$320		
Wilmer Cutler Pickering Hale and Dorr	Washington	961	\$905	\$1,250	\$735	\$290	\$695	\$75		
Dechert	New York	803	\$900	\$1,095	\$670	\$530	\$735	\$395		
Andrews Kurth	Houston	348	\$890	\$1,090	\$745	\$528	\$785	\$265		
Hughes Hubbard & Reed	New York	344	\$890	\$995	\$725	\$555	\$675	\$365		
Irell & Manella	Los Angeles	164	\$890	\$975	\$800	\$535	\$750	\$395		
Proskauer Rose	New York	746	\$880	\$950	\$725	\$465	\$675	\$295		
White & Case	New York	1,900	\$875	\$1,050	\$700	\$525	\$1,050	\$220		

Richard Pearl

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER ASSOCIATE HOURLY HOURLY RATES RATES					
			AVERAGE	HIGH	LOW	AVERAGE	HIGH	LOW
Morrison & Foerster	San Francisco	1,010	\$865	\$1,195	\$595	\$525	\$725	\$230
Pillsbury Winthrop Shaw Pittman	Washington	609	\$865	\$1,070	\$615	\$520	\$860	\$375
Kaye Scholer	New York	414	\$860	\$1,080	\$715	\$510	\$680	\$320
Kramer Levin Naftalis & Frankel	New York	320	\$845	\$1,025	\$740	\$590	\$750	\$400
Hogan Lovells	Washington	2,280	\$835	\$1,000	\$705	-	-	-
Kasowitz, Benson, Torres & Friedman	New York	365	\$835	\$1,195	\$600	\$340	\$625	\$200
Kirkland & Ellis	Chicago	1,517	\$825	\$995	\$590	\$540	\$715	\$235
Cooley	Palo Alto	632	\$820	\$990	\$660	\$525	\$630	\$160
Arnold & Porter	Washington	748	\$815	\$950	\$670	\$500	\$610	\$345
Paul Hastings	New York	899	\$815	\$900	\$750	\$540	\$755	\$335
Curtis, Mallet-Prevost, Colt & Mosle	New York	322	\$800	\$860	\$730	\$480	\$785	\$345
Winston & Strawn	Chicago	842	\$800	\$995	\$650	\$520	\$590	\$425
Bingham McCutchen	Boston	900	\$795	\$1,080	\$220	\$450	\$605	\$185
Akin Gump Strauss Hauer & Feld	Washington	806	\$785	\$1,220	\$615	\$525	\$660	\$365
Covington & Burling	Washington	738	\$780	\$890	\$605	\$415	\$565	\$320
King & Spalding	Atlanta	838	\$775	\$995	\$545	\$460	\$735	\$125
Norton Rose Fulbright	N/A**	N/A**	\$775	\$900	\$525	\$400	\$515	\$300
DLA Piper	New York	4,036	\$765	\$1,025	\$450	\$510	\$750	\$250
Bracewell & Giuliani	Houston	432	\$760	\$1,125	\$575	\$440	\$700	\$275
Baker & McKenzie	Chicago	4,004	\$755	\$1,130	\$260	\$395	\$925	\$100
Dickstein Shapiro	Washington	308	\$750	\$1,250	\$590	\$475	\$585	\$310
Jenner & Block	Chicago	432	\$745	\$925	\$565	\$465	\$550	\$380
Jones Day	New York	2,363	\$745	\$975	\$445	\$435	\$775	\$205
Manatt, Phelps & Phillips	Los Angeles	325	\$740	\$795	\$640	-	-	-
Seward & Kissel	New York	152	\$735	\$850	\$625	\$400	\$600	\$290
O'Melveny & Myers	Los Angeles	738	\$715	\$950	\$615	-	-	-
McDermott Will & Emery	Chicago	1,024	\$710	\$835	\$525	-	-	-
Reed Smith	Pittsburgh	1,468	\$710	\$945	\$545	\$420	\$530	\$295
Dentons	N/A**	N/A**	\$700	\$1,050	\$345	\$425	\$685	\$210
Jeffer Mangels Butler & Mitchell	Los Angeles	126	\$690	\$875	\$560	-	-	-
Sheppard, Mullin,	Los Angeles	521	\$685	\$875	\$490	\$415	\$535	\$275

Richard Pearl

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

FIRM NAME	LARGEST AVERAGE		PARTNER ASSOCIATE					
	U.S. OFFICE*	FULL-TIME EQUIVALENT ATTORNEYS*	HOURLY RATES	HOURLY RATES	AVERAGE	HIGH	LOW	AVERAGE
Richter & Hampton	Angeles							
Alston & Bird	Atlanta	805	\$675	\$875	\$495	\$425	\$575	\$280

THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

Gibson, Dunn & Crutcher	\$1,800
Dickstein Shapiro	\$1,250
Wilmer Cutler Pickering Hale and Dorr	\$1,250
Akin Gump Strauss Hauer & Feld	\$1,220
Kasowitz, Benson, Torres & Friedman	\$1,195
Morrison & Foerster	\$1,195
Skadden, Arps, Slate, Meagher & Flom	\$1,150
Baker & McKenzie	\$1,130
Bracewell & Giuliani	\$1,125
Paul, Weiss, Rifkind, Wharton & Garrison	\$1,120

THE FOUR-FIGURE CLUB

Contact Karen Sloan at ksloan@alm.com

SATELLITE TECHNOLOGY (67%); SUPREME COURTS (63%)

Classification

Language: ENGLISH

Publication-Type: Newspaper

Subject: POLLS & SURVEYS (90%); LEGAL SERVICES (90%); MAJOR US LAW FIRMS (90%); LAW FIRM BILLABLE RATES (90%); LAWYERS (89%); LAW PRACTICE (89%); LAW FIRM BILLABLE HOURS (78%); ECONOMIC CONDITIONS (76%); CORPORATE COUNSEL (73%); US CHAPTER 11 BANKRUPTCY (73%); LAW COURTS & TRIBUNALS (68%);

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The Firms

April 16, 2012 5:20 PM

When It Comes to Billing, Latest Rate Report Shows the Rich Keep Getting Richer

Posted by Sara Randazzo

Hourly rates just keep rising—and the best-paid lawyers are raising their rates faster than everyone else.

Those are two of the key findings contained in the [2012 Real Rate Report](#), an analysis of \$7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. The report, released Monday, is the second such collaboration between TyMetrix, a company that manages and audits

legal bills for corporate legal departments, and the Corporate Executive Board.

Many of the new rate report's findings echo those contained in the 2010 study, including the fact that rates keep going up, almost across the board, and that the cost of a given matter can vary dramatically depending on a law firm's size and location and its relationship with a particular client.

At the same time, this year's study shows that the legal sector is becoming increasingly bifurcated, with top firms raising rates faster than those at the bottom of the market and large firms charging a premium price based purely on their size.

"What it's really showing is that there's an increased premium being paid for experience and expertise," says Julie Peck, vice president of strategy and market development at TyMetrix. "Some parts of the lawyer market are able to raise rates much more quickly, and are more impervious to economic forces than others."

To compile the current rate report, TyMetrix received permission from its clients to examine legal fees billed to 62 companies across 17 industries including energy, finance, retail, technology, insurance, and health care. The bills, which represent the amount actually paid by the companies in question rather than the amount initially charged, came from more than 4,000 firms in 84 metropolitan areas around the country. Every firm on the 2011 Am Law 100 is represented in the data.

The report's key data points include:

A Widening Gap: Hourly rates charged by lawyers in the legal sector's upper echelon grew faster between 2009 and 2011 than those charged by lawyers toiling on the lower rungs. Particularly striking was the jump in associate rates billed by those falling in the report's top quartile: 18 percent on average, to just over \$600 per hour. Rates billed by top quartile partners, meanwhile, rose 8 percent, to just under \$900 per hour. In the bottom quartile, associate rates rose 4 percent and partner rates rose 3 percent during the same period.

The Recession's (Minor) Toll: Even amid the economic downturn, the cost of an hour of a lawyer's time continued to rise faster than key measures of inflation. That said, the legal industry wasn't completely immune to the broader economy's slowdown. After rising 8.2 percent between 2007 and 2008, hourly rates rose just 2.3 percent in 2009. Law firms bounced back a bit last year, with rates climbing 5.1 percent, to an average of \$530 an hour.

Location Counts: Not surprisingly, lawyers working in major metropolitan areas—where, as the rate report notes, rents are typically higher—are the priciest. An address in Boston, Chicago, Los Angeles, San Francisco, or Washington, D.C., alone adds about \$161 to the hourly rate charged by an individual lawyer. Those six cities and Baltimore, Houston, Philadelphia, and San Jose are the ten U.S. markets with the highest hourly rates. With an average partner rate topping \$700 per hour and average associate rate of more than \$450 per hour, New York is the most expensive market in the country. The least expensive? Riverside, California, where the average partner bills at under \$250 per hour and associates bill at just over \$300 an hour.

In the Minority: A small group of lawyers—12 percent—bucked the trend toward higher fees and actually lowered rates between 2009 to 2011—and 3 percent trimmed rates by \$50 or more per hour. (Most of those in the rate-cutting camp were based outside the big six markets identified above.) At the other end of the spectrum, 52 percent of lawyers increased rates by between \$25 and \$200 or more per hour. Another 18 percent increased rates by less than \$25 per hour, and the final 18 percent held rates steady.

First-Year Blues: Even before the recession hit, clients balked at paying for what they considered on-the-job training for first-year associates. The latest rate report is likely to reinforce that reluctance, given its finding that using entry-level lawyers adds as much as 20 percent to the cost of a legal matter. The report offers evidence that firms may be accommodating clients on this front: The percentage of bills attributed to entry-level associates dropped from 7 percent in 2009 to 2.9 percent last year.

Ties That Bind: The more work one firm handles for a client—and the longer the client relationship extends—the higher the average rate the firm charges. For companies that paid one firm \$10 million or more in a single year, the average hourly rate paid was \$553 in 2011. By comparison, clients that limited their spending on an individual firm to \$500,000 paid that firm an average of \$319 per hour.

Four-Digit Frontier: Data has consistently shown that many lawyers hesitate to charge more than \$1,000 an hour, and in 2011 just under 3 percent of the lawyers covered by the rate report had broken that barrier. Of those, the vast majority were working in the six main legal markets identified above and 60 percent of the time, they billed in increments of one hour or less.

Playing Favorites: Across all practice areas, 90 percent of lawyers charged different clients different rates for similar types of work. (The figure for mergers and acquisitions lawyers was 100 percent.) The differences from client to client can be extreme, and were even more pronounced in the current report than in the 2010 edition. Rates charged by intellectual property specialists, for instance, had a median variance of 23.1 percent, while lawyers doing commercial and contract work showed a 18.7 percent median difference.

Who's Doing What? A closer look at law firm bills for work performed on litigation and intellectual property assignments shows that the kind of timekeeper billing on a matter varies by practice type. On patent matters, the report shows, 47 percent of hours billed on average are attributed to paralegals, and 37 percent by partners. By comparison, paralegals account for just 8 percent of the work done on labor and employment litigation hours, while partners handle 45 percent.

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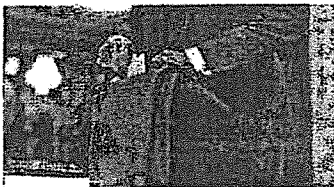
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By JENNIFER SMITH

Top partners at leading U.S. law firms are charging more than ever before, yet those hourly rates aren't all they appear to be.



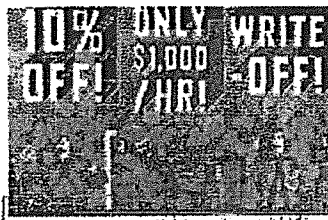
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

Having blown past the once-shocking price tag of \$1,000 an hour, some sought-after deal, tax and trial lawyers are commanding hourly fees of \$1,150 or more, according to an analysis of billing rates compiled from public filings.

But, as law firms boost their standard rates, many are softening the blow with widespread discounts and write-offs, meaning fewer clients are paying full freight. As a result, law firms on

average are actually collecting fewer cents on the dollar, compared with their standard, or "rack," rates, than they have in years.

Think of hourly fees "as the equivalent of a sticker on the car at a dealership," said legal consultant Ward Bower, a principal at Altman Weil Inc. "It's the beginning of a negotiation.... Law firms think they are setting the rates, but clients are the ones determining what they're going to pay."



the firm's database billed at that level in the first quarter of 2013, up from 158 a year earlier.

Star lawyers still can fetch a premium, and some of them won't budge on price. The number of partners billing \$1,150-plus an hour has more than doubled since this time last year, according to Valeo Partners, a consulting firm that maintains a database of legal rates pulled from court filings and other publicly disclosed information. More than 320 lawyers in

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That glided circle includes tax experts such as Christopher Roman of King & Spalding LLP and Todd Maynes of Kirkland & Ellis LLP, intellectual-property partner Nader A. Mousavi of Sullivan & Cromwell LLP, and deal lawyers such as Kenneth M. Schneider of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

Those lawyers and their firms either declined to comment or didn't reply to requests for comment.

When corporate legal departments need a trusted hand to fend off a hostile takeover or win a critical court battle, few general counsels will nitpick over whether a key lawyer is charging \$900 an hour or \$1,150 an hour. But for legal matters where their future isn't on the line, companies are pushing for—and winning—significant price breaks.

"We almost always negotiate rates down from the rack rates," said Randal S. Milch, general counsel for phone giant Verizon Communications Inc. [VZ +0.29%] The result, he said, is a "not-insignificant discount."

For the bread-and-butter work that many big law firms rely on, haggling has become the norm. Many clients grew accustomed to pushing back on price during the recession and continue to demand discounts.

Some companies insist on budgets for their legal work. If a firm billing by the hour exceeds a set cap, lawyers may have to write off some of that time.

Other clients refuse to work with firms who don't discount, lopping anywhere from 10% to 30% off their standard rates. Some may grant rate increases to individual partners or associates they deem worthy. Another tactic: locking in prices with tailored multiyear agreements with formulas governing whether clients grant or refuse a requested rate increase.

In practical terms, that means the gap between law firms' sticker prices and the amount of money they actually bill and collect from their clients is wider than it has been in years.

According to data collected by Thomson Reuters Peer Monitor, big law firms raised their average standard rate by about 9.3% over the past three years. But they weren't able to keep up on the collection side, where the increase over the same period was just 6%. Firms that used to collect on average about 92 cents for every dollar of standard time their lawyers worked in 2007, before the economic downturn, now are getting less than 85 cents. "That's a historic low," said James Jones, a senior fellow at the Center for the Study of the Legal Profession at Georgetown Law.

To be sure, things have certainly picked up some since the recession, when some clients flat-out refused to pay rate increases.

In the first quarter of 2013, the 50 top-grossing U.S. law firms boosted their partner rates by as much as 5.7%, billing on average between \$879 and \$882 an hour, according to Valeo Partners. Rates for junior lawyers, whose labors have long been a profit engine for major law firms, jumped even more.

While some clients resisted using associate lawyers during the downturn, refusing to pay hundreds of dollars an hour for inexperienced first- or second-year attorneys, the largest U.S. law firms have managed to send the needle back up again. This year, for the first time, the average rate for associates with one to four years of experience rose to \$500 an hour, according to Valeo.

The increases continue the upward trend of 2012, when legal fees in general rose 4.8% and associate billing rates rose by 7.4%, according to a coming report by TyMetrix Legal Analytics, a unit of Wolters Kluwer, [WKLAE +0.95%] and CEB, a research and advisory-services company. Those numbers are based on legal-spending data from more than 17,000 law firms.

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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

Joe Sims, an antitrust partner at Jones Day and former member of the firm's partnership committee, said clients don't mind paying for associates, as long as they feel they are getting their money's worth.

Sophisticated clients, he said, tend to focus on the overall price tag for legal work, not on individual rates. "They are more concerned about how many people are working on the project and the total cost of the project," Mr. Sims said. "Clients want value no matter who is on the job."

While a handful of elite lawyers have successfully staked out the high end—the deal teams at Wachtell, Lipton, Rosen & Katz, for example—legal experts say that client pressure to control legal spending means most law firms must be considerably more flexible on price.

"There will always be some 'bet the company' problem where a client will not quibble about rates," said Mr. Jones, the Georgetown fellow. "Unfortunately, from the law firms' standpoint, that represents a small percentage of the work."

Write to Jennifer Smith at jennifer.smith@wsj.com

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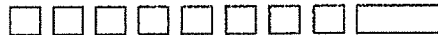
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Exhibit 7

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March 24, 2023

Via Upload to the LWDA Website and U.S. Certified Mail

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

TO: California Labor and Workforce Development Agency; Almansor Court, Inc.

*Anthony Gonzalez, on behalf of himself, others similarly situated, and the general public v.
Almansor Court, Inc.*

Factual Statement and Theories of Labor Code Violations

Anthony Gonzalez was formerly employed by Almansor Court, Inc. ("ALMANSOR COURT") as a non-exempt hourly employee in one of ALMANSOR COURT's locations in Alhambra, California. Mr. Gonzalez's job title was assistant chef. Mr. Gonzalez's employment with ALMANSOR COURT ended on or about December 17, 2022.

Mr. Gonzalez gives notice of his intent to file a lawsuit for violations of the Private Attorneys General Act of 2004 ("PAGA") for ALMANSOR COURT's failure to comply with California's wage and hour requirements on behalf of himself and similarly aggrieved employees who worked as non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked in ALMANSOR COURT's locations in California.

ALMANSOR COURT operates a breakfast and lunch café on a golf course as well as a banquet hall that hosts events such as meetings, conferences, weddings, special events, and funeral receptions. ALMANSOR COURT employs hourly non-exempt employees, such as Mr. Gonzalez, to work at its locations in California.

I. ALMANSOR COURT Fails to Pay All Straight Time Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provide a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section

1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

ALMANSOR COURT has a continuous policy of not paying Mr. Gonzalez and the aggrieved employees for all hours worked. Specifically, ALMANSOR COURT has a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Mr. Gonzalez and the aggrieved employees are not paid for this time. For example, Mr. Gonzalez and the aggrieved employees would have to enter the facility and walk to the Kronos timeclock before they could clock-in, and, thus, were not paid for this time. Mr. Gonzalez would also have to use his meal period time walking through the facility to the Kronos timeclock to record his meal period time. When Mr. Gonzalez and the aggrieved employees were not provided meal periods, they would nonetheless be pressured by ALMANSOR COURT to respond to prompts from the Kronos timeclock to indicate that Mr. Gonzalez and the aggrieved employees were provided a meal period and/or they chose not to take a meal period.

Additionally, ALMANSOR COURT has had a continuous policy of not paying Mr. Gonzalez and the aggrieved employees for all hours worked in that ALMANSOR COURT continuously and consistently clocked Mr. Gonzalez and the aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Mr. Gonzalez and the aggrieved employees work through their meal periods and/or were unable to take meal periods. Thus, ALMANSOR COURT shaves/steals earned wages from Mr. Gonzalez and the aggrieved employees every day they work without a meal period and have time deducted.

Likewise, Mr. Gonzalez and the aggrieved employees are informed and believe and thereon allege that ALMANSOR COURT breached the legal duty to pay full wages to Mr. Gonzalez by deducting a portion of the wages earned by Mr. Gonzalez and the aggrieved employees when they worked through their meal periods and/or when ALMANSOR COURT recorded a meal period for Mr. Gonzalez and the aggrieved employees when no meal period was taken. Specifically, Mr. Gonzalez and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by ALMANSOR COURT, thereby denying them the right to be completely free from employer control under California law.

Mr. Gonzalez and the aggrieved employees are informed and believe and thereon allege that ALMANSOR COURT breached the legal duty to pay full wages to Mr. Gonzalez by failing to pay Mr. Gonzalez and similarly aggrieved employees for meal period time when Mr. Gonzalez and the aggrieved employees were not relieved of all duties and employer control.

ALMANSOR COURT committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Mr. Gonzalez and the aggrieved employees. ALMANSOR COURT acted with malice or in conscious disregard of Mr. Gonzalez's and the

aggrieved employees' rights.

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 1194, 1194.2, 1197.1, and 1199.

II. ALMANSOR COURT Fails to Pay All Overtime Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay for an employee.

California Labor Code section 510 dictates that any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than two (2) times the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than two (2) times the regular rate of pay of an employee.

ALMANSOR COURT failed to pay overtime when Mr. Gonzalez and the aggrieved employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week. ALMANSOR COURT failed to pay Mr. Gonzalez and the aggrieved employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week.

Mr. Gonzalez and the aggrieved employees were deprived of wages for all overtime hours worked because ALMANSOR COURT failed to pay them overtime wages for all hours worked, as discussed above. This resulted in Mr. Gonzalez and the aggrieved employees not being paid all overtime wages owed to them.

Mr. Gonzalez and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a representative of the people of the State of California, will seek any and all

penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

III. ALMANSOR COURT Failed to Provide Lawful Meal Periods

Under *California Labor Code* section 512, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

ALMANSOR COURT breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, ALMANSOR COURT fails to provide Mr. Gonzalez and the aggrieved employees with meal periods within the first five continuous hours of work.

When Mr. Gonzalez and the aggrieved employees are permitted to take a meal period, they are not permitted to leave the work premises. Further, ALMANSOR COURT's only breakroom takes several minutes for Mr. Gonzalez and the aggrieved employees to reach from their workstations, and this travel time cuts into their meal period duration. In addition, Mr. Gonzalez and the aggrieved employees would have to use their meal period time to walk through the facility from their workstations to the Kronos timeclock used to record their meal period time. As a result, Mr. Gonzalez and the aggrieved employees are denied from taking a full thirty (30) minute meal period in which they are relieved of all duties.

Alternatively, ALMANSOR COURT breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Mr. Gonzalez and the aggrieved employees to work through their meal periods to satisfy the demanding workload duties imposed by ALMANSOR COURT, thereby denying Mr. Gonzalez and the aggrieved employees of the right to be completely free from employer control under California law. ALMANSOR COURT also refused to increase their staffing to permit Mr. Gonzalez and the aggrieved employees to be relieved for meal periods.

Further, ALMANSOR COURT instituted a consistent policy/practice of not providing second meal periods to Mr. Gonzalez and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Gonzalez and the aggrieved employees are required to work shifts lasting over ten (10) hours in duration but never received second meal periods in shifts over ten (10) hours long.

Additionally, ALMANSOR COURT provided Mr. Gonzalez and all aggrieved employees with a

blanket meal waiver amongst numerous documents provided to the employee when they are hired. ALMANSOR COURT uses these waivers to claim that these employees have legally waived their rights to a meal period when these very waivers in essence are an attempt to exempt ALMANSOR COURT from having to provide and/or authorize meal periods to Mr. Gonzalez and all aggrieved employees when they work shifts between five (5) and six (6), as well as when they work over ten (10) hours in length, before Mr. Gonzalez and all aggrieved employees have even worked a single shift.

By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, ALMANSOR COURT willfully violated the provisions of *Labor Code* sections 226.7 and 512.

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Gonzalez has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* sections 226.7 and 512.

IV. ALMANSOR COURT Failed to Provide Lawful Rest Periods

ALMANSOR COURT has had a consistent policy and/or practice of not providing duty free paid ten-minute paid rest periods for every four hours worked, or a major fraction thereof, to Mr. Gonzalez and the aggrieved employees.

Industrial Welfare Commission Order No. 5-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof.”

When Mr. Gonzalez and the aggrieved employees are permitted to take a rest period, they are not permitted to leave the work premises. Further, ALMANSOR COURT's only breakroom takes several minutes for Mr. Gonzalez and the aggrieved employees to reach from their workstations, and this travel time cuts into their rest period duration. As a result, Mr. Gonzalez and the aggrieved employees are denied from taking a net ten (10) minute rest period in which they are relieved of all duties.

Alternatively, ALMANSOR COURT breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Mr. Gonzalez and the aggrieved employees to work through their rest periods to satisfy the demanding workload duties imposed by ALMANSOR COURT, thereby denying Mr. Gonzalez and the aggrieved employees of the right to be completely free from employer control under California law. ALMANSOR COURT

also refused to increase their staffing to permit Mr. Gonzalez and the aggrieved employees to be relieved for rest periods.

Further, ALMANSOR COURT instituted a consistent policy/practice of not providing second or third rest periods to Mr. Gonzalez and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Gonzalez and the aggrieved employees are required to work shifts lasting over ten (10) hours in duration but never received second or third rest period in shifts over six (6) and ten (10) hours long.

By failing to provide rest periods for every four hours or major fraction thereof worked per day by non-exempt employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, ALMANSOR COURT willfully violated the provisions of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 12(A).

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a non-exempt employee who was unlawfully deprived of paid ten-minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Gonzalez has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 and Industrial Welfare Commission Order No. 5-2001 section 20 for violations of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 12(A).

V. ALMANSOR COURT Failed to Pay All Wages Due at Termination and During Employment

ALMANSOR COURT willfully failed to pay, in a timely manner, wages owed to the aggrieved employees who left ALMANSOR COURT'S employ or who were terminated.

The aggrieved employees who ended their employment with ALMANSOR COURT during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, ALMANSOR COURT intentionally and willfully failed to pay the aggrieved employees who are no longer employed by ALMANSOR COURT their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving ALMANSOR COURT'S

employ.

Mr. Gonzalez's employment with ALMANSOR COURT terminated on or about December 17, 2022. ALMANSOR COURT failed to provide Mr. Gonzalez his final wages at his time of termination in accordance with *California Labor Code* sections 201 through 203.

ALMANSOR COURT has a continuous policy of not providing final wages to employees who are fired at the time of termination or who quit within seventy-two (72) hours of their leaving ALMANSOR COURT's employ.

ALMANSOR COURT'S failure to pay the aggrieved employees who are no longer employed by ALMANSOR COURT their wages, that were earned and unpaid, at the time of termination or within seventy-two hours of their leaving ALMANSOR COURT'S employ, is in violation of *California Labor Code* sections 201 and 202.

California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of sections 201 through 203.

VI. ALMANSOR COURT's Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions

Section 226(a) of the *California Labor Code* requires ALMANSOR COURT to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Mr. Gonzalez and the aggrieved employees.

California Labor Code section 226 subdivision (a) requires that ALMANSOR COURT, at the time of each payment of wages, "furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal

entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee...”

California Labor Code section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California” to itemize in wage statements and to accurately report the total hours worked and total wages earned.

In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” An employer complies with *California Labor Code* section 226(a) “if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.”

ALMANSOR COURT has knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Mr. Gonzalez and the other aggrieved employees.

ALMANSOR COURT knowingly and intentionally did not include the gross wages earned on wage statements. ALMANSOR COURT therefore knowingly and intentionally failed to itemize the gross wages earned on Mr. Gonzalez’s and the aggrieved employees’ wage statements.

In every pay period during the period of the relevant statute of limitations, ALMANSOR COURT knowingly and intentionally did not itemize the total hours worked on wage statements as *Labor Code* section 226, subsection (a), requires. In every pay period during the period of the relevant statute of limitations, ALMANSOR COURT knowingly and intentionally did not include the total hours worked on wage statements. ALMANSOR COURT therefore knowingly and intentionally failed to itemize the total hours worked on Mr. Gonzalez’s and the aggrieved employees’ wage statements.

ALMANSOR COURT has a continuous policy of not paying Mr. Gonzalez and similarly aggrieved employees for all hours worked. ALMANSOR COURT has not paid for all the time Mr. Gonzalez and similarly aggrieved employees worked throughout the day, including, but not limited to rounding, before “shifts” start, after “shifts” end, and/or any other time in the day when the employees were performing work tasks, subject to the control of ALMANSOR COURT and/or otherwise had work duties. Additionally, ALMANSOR COURT has had a continuous policy of not paying Mr. Gonzalez and the aggrieved employees for all hours worked in that ALMANSOR COURT continuously and consistently clocked Mr. Gonzalez and the aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Mr. Gonzalez and the aggrieved employees work through their meal periods and/or were unable to take meal periods. Thus, ALMANSOR COURT shaves/steals earned wages from Mr. Gonzalez and

the aggrieved employees every day they work without a meal period and have time deducted. As ALMANSOR COURT knew or had reason to know Mr. Gonzalez and the aggrieved employees were working during this time, ALMANSOR COURT knowingly and intentionally failed to comply with *Labor Code* Section 226, subdivision (a).

In every pay period during the period of the relevant statute of limitations, ALMANSOR COURT knowingly and intentionally did not include the net wages earned on wage statements.

Throughout the statutory period, as a result of the knowing and intentional failure by ALMANSOR COURT to comply with itemized employee wage statement provisions, Mr. Gonzalez and the aggrieved employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

Further, in addition to any penalties levied upon ALMANSOR COURT for its failure to comply with *Labor Code* section 226 subdivision (a)'s requirement to provide Mr. Gonzalez and the aggrieved employees accurate, itemized wage statements, *Labor Code* section 226.3 assesses additional penalties for the failure to keep the records required in subdivision (a) of Section 226. *Labor Code* section 226 subdivision (a) requires ALMANSOR COURT to maintain records that "accurately shows all of the information required by this subdivision." ALMANSOR COURT has violated its statutory duty to maintain records for Mr. Gonzalez and the aggrieved employees that contain all of the information under *Labor Code* section 226(a)(1) through (9).

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a non-exempt employee who ALMANSOR COURT failed to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Gonzalez has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* sections 226 and 226.3.

VII. ALMANSOR COURT Failed to Provide Paid Sick Days

Section 246(a) of the *California Labor Code* requires "an employee who, on or after July 1, 2015, works in California for the same employer for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." *California Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, "an employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later."

California Labor Code section 246(k) provides that, "[a]n employee may determine how much paid sick leave they need to use, provided that an employer may set a reasonable minimum increment, not to exceed two hours, for the use of paid sick leave."

California Labor Code section 246(i) requires that, “[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

California Labor Code section 233(c) states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5” *California Labor Code* section 233(d) provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”

California Labor Code section 234 further forbids employers from adopting an “absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.

ALMANSOR COURT operates under an absence control policy that counts sick leave taken pursuant to Section 233. Thus, ALMANSOR COURT’s sick pay policy punishes employees for use of protected and appropriate sick leave. ALMANSOR COURT further failed to provide paid sick days for all hours worked in compliance with these sections.

In addition, ALMANSOR COURT does not provide employees with written notice that sets forth the amount of sick leave available for use, either in employees’ itemized wage statements or in a separate writing provided to employees on the designated pay date.

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5 for violations of section 246 and 247.5.

VIII. ALMANSOR COURT Failed to Reimburse Employees for Business Expenses

Section 2802(a) of the *California Labor Code* requires “[a]n employer [to] indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

Mr. Gonzalez and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from ALMANSOR COURT. These expenses include, but are not limited to, having to use their personal cell phones for business purposes. For example, ALMANSOR COURT requires Mr. Gonzalez and the aggrieved employees to use their personal cell phones to communicate with their managers and supervisors throughout the workday. *California Labor Code* section 2802(a) entitles Mr. Gonzalez and the aggrieved employees to reimbursement for said necessary expenditures, plus interest and expenses.

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez is an aggrieved employee with standing to bring an action under the PAGA. Furthermore, Mr. Gonzalez satisfies all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 2802.

IX. ALMANSOR COURT Failed to Pay Employees Twice Per Month

Section 204(a) of the *California Labor Code* required ALMANSOR COURT to pay Mr. Gonzalez and the aggrieved employees twice during each calendar month.

Labor Code section 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month.”

During the relevant time period, ALMANSOR COURT intentionally and willfully failed to pay Mr. Gonzalez and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month.

ALMANSOR COURT's failure to pay Mr. Gonzalez and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month, is in violation of *California Labor Code* section 204.

These claims are for Mr. Gonzalez and all similarly situated non-exempt hourly servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt aggrieved employees who worked for ALMANSOR COURT in California.

Mr. Gonzalez, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in

Labor Code section 2699.5 for violations of section 204.

X. Conclusion

If after 65 days from the date of this letter, the LWDA does not take action or declines to intervene, Mr. Gonzalez will file a complaint alleging PAGA violations, as described above.

Respectfully submitted,
MARA LAW FIRM, PC

A handwritten signature in black ink, appearing to read 'Matthew Crawford', is written over the printed name.

Matthew Crawford, Esq.

Attn: PAGA Administrator
California Labor and Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Via Web Submission

Brad Perrin
17662 Irvine Blvd., Suite 4,
Tustin, CA 92780
Agent for Service of Process for
Defendant Almanson Court, Inc.

Almanson Court, Inc.
17662 Irvine Blvd., Suite 4,
Tustin, CA 92780
Via Certified Mail