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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MIRYAN ELISA KADDIS, an individual, on behalf of the State of California, as a private attorney general,

PLAINTIFF,

v.

VACASA LLC; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 37-2023-00033686-CU-OE-CTL

[Case Assigned for All Purposes to Hon. Evan P. Kirvin in Dept. C-69]

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

Date: July 9, 2027
Time: 9:00 AM
Dept.: C-69

Complaint Filed: August 7, 2023
Trial Date: None set

Reservation No. 106224

DECLARATION OF KELSEY M. SZAMET

I, Kelsey M. Szamet, declare as follows:

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

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

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

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On June 1, 2023, Plaintiff sent a notice letter, pursuant to Labor Code section 2699.3, subdivision (a), to Defendant and the Labor and Workforce Development Agency ("LWDA") regarding her intent to seek civil penalties for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199, under Labor Code section 2699, et seq.

6. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice.

7. Plaintiff filed her Representative Action Complaint on August 7, 2023, seeking penalties under Labor Code § 2699 et seq., the Private Attorneys General Act ("PAGA"), for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199. (Hereafter, the "Action".)

8. On April 30, 2024, Plaintiff served her First Set of Discovery to Defendant.

9. Defendant served its responses on October 4, 2024.

10. The Parties focused their efforts on resolving this case through early mediation. Defendant produced Plaintiff's personnel file, including her time and pay records, as well as a randomized sample of time and pay records for the PAGA group, for mediation purposes only.

11. On May 7, 2025, the Parties participated in an all-day mediation before Kevin Barnes, Esq., and on June 13, 2025, the Parties attended a half-day mediation session, also presided over by Mr. Barnes, which led to the Agreement to settle the Action. The Parties engaged in good faith, arm's-length negotiations with Defendant concerning possible resolution of the claims asserted in the Litigation. Although Defendant denies that it violated any pertinent law, it recognized the risks and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court. The Parties negotiated the terms and conditions of the Settlement and now present the agreed-upon Settlement to the Court for Approval.

THE SETTLEMENT

12. Defendant will pay the total sum of $225,000.00 in full and final settlement of the PAGA claims alleged.

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

Gross Settlement Amount:	$225,000.00
PAGA Counsel Fees Payment:	$75,000.00
PAGA Counsel Litigation Expenses Payment:	$11,469.72
Administration Expenses Payment:	$10,000.00
Named Plaintiff Enhancement:	$7,500.00
PAGA Penalties:	$121,030.28 *($90,772.71 to the LWDA;* $30,257.57 in Individual PAGA Payments to the Aggrieved Employees*)*

14. The Agreement provided for counsel to receive cost reimbursement up to $12,000.00. However, counsel's final costs come to $11,469,72. The extra $530.28 will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than the $120,500.00 contemplated in the settlement agreement.

15. Each aggrieved employee shall receive a pro-rata portion of the remaining amount in PAGA penalties calculated by dividing the Aggrieved Employees' 25% share of the Net Settlement Amount (approximately $30,125.00) by the total number of PAGA Pay Periods worked by all aggrieved employees during the PAGA Period, and then multiplying the result by each aggrieved employee's PAGA Pay Periods.

16. The PAGA Period means the period from June 1, 2022, to August 12, 2025.

17. For settlement purposes, the Aggrieved Employees are defined as: "all individuals employed by Defendant in the State of California on a non-exempt hourly or salaried non-exempt basis at any time during the PAGA Period" ("Aggrieved Employees").

18. The Settlement is non-reversionary: the Administrator will disburse the entire Gross Settlement Amount without requiring Aggrieved Employees to respond, and no portion of the Gross Settlement Amount will revert to Defendant.

19. Based on Defendant's records as of the first mediation session, there are approximately 1,511 Aggrieved Employees who worked approximately 28,700 PAGA Pay Periods.

20. The Agreement also contains an escalator clause: if the number of pay periods worked by the Aggrieved Employees increases by more than 7.5%, the Gross Settlement Amount will increase on a pro-rata basis.

21. In exchange, the Aggrieved Employees will release only the Released PAGA Claims—claims for civil penalties under the PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice.

22. The release does not extinguish the Aggrieved Employees' individual claims for unpaid wages or damages. Plaintiff alone, in exchange for the Enhancement Payment, will execute a separate, broader general release of her individual claims.

RISKS AND EVALUATION OF THE SETTLEMENT

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

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

PAGA.

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

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

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

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

29. Plaintiff alleges that Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees.

30. On a few occasions, Plaintiff was asked to return to a job site to re-clean an area after she had already clocked out.

31. At least once or twice per month, Plaintiff was also instructed to arrive to the jobsites to begin cleaning before the start of her shift.

32. Plaintiff alleges that Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods within the first five hours of each shift; and (2) failed to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first five (5) hours of the shift.

33. Here, Plaintiff contends that she would often take her lunch at the second jobsite. Because she was on the premises and often worked by herself, she contends that she would be easily interrupted during her meal period either by the client or by phone.

34. Further, Plaintiff maintains that Defendant assigned very heavy workloads to housekeepers which made it extremely difficult to take a full 30-minute break, and Plaintiff and the aggrieved employees would frequently be able to only take 15-20 minute lunches.

35. Defendant argued that the employees did receive their meal periods, the time records show largely compliant meal periods, and presented evidence that other employees would testify to that fact.

36. Additionally, Defendant maintained valid meal and rest period policies.

37. This presented a risk on the meal period claim that Plaintiff considered when evaluating this settlement.

38. Plaintiff alleges that Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.

39. Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods.

40. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

41. Plaintiff alleges she was never able to take rest breaks, and thus assumes a 100% violation rate. Plaintiff's pay records do not show any rest break premiums either.

42. Defendant again raised the defense that employees received their rest breaks and

presented evidence that employees would testify as such.

43. Given that the rest period policy was accurate, Plaintiff considered this a viable risk.

44. Plaintiff alleges that Defendant furnished Plaintiff and the Aggrieved Employees with itemized wage statements that do not accurately show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

45. Defendant furnished Plaintiff and the Aggrieved Employees with itemized wage statements that do not accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate because Plaintiff and the Aggrieved Employees performed work while off the clock. The work performed off the clock was not recorded and thus was not reflected in the Aggrieved Employees' wages and wage statements.

46. Further, Plaintiff and the Aggrieved Employees are issued wage statements that do not include accurate meal and rest premiums as a result of the claims alleged above.

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

48. Here, Plaintiff and numerous Aggrieved Employees are no longer employed by Defendant. Defendant failed to pay all wages owed and due upon their termination and/or resignation.

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

50. In light of all these significant risks and given that PAGA gives the Court broad discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross Settlement Amount of $225,000.00 was fair and reasonable.

51. Based on these figures, the maximum potential exposure for the PAGA claims for the Aggrieved Employees is $2,870,000.00 (approximately 28,700 pay periods at issue multiplied by $100 a pay period).

ATTORNEY COMPETENCE

52. Kingsley Szamet Employment Lawyers is experienced in prosecuting employment

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

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

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

c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of $1,000,000 and the court granted attorneys' fees request of 30%.

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

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

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

g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.

BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of $4,700,000.00, and the court granted attorneys' fees request of 38%.

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

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

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

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

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

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

n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally

Edmund in June 2013, in the gross amount of $4,700,000.00, with attorney's fees request of 38%.

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

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

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

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

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

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

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

e. *Ruiz v. Daniel C. Salas Harvesting, Inc*., Kings County Superior Court (16 C

0214). contested class certification granted in June 2020.

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

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

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

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

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

REQUESTS FOR ATTORNEYS' FEES AND COSTS

56. As detailed fully in the Settlement, the settlement provides for Defendant to create a Gross Settlement Amount of $225,000.00. From that fund, Plaintiff requests an award of attorneys' fees for PAGA Counsel in the amount of $75,000.00, or 33.33% of the Gross Settlement Amount, and $11,469.72 in reimbursement for litigation costs.

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

58. I am very familiar with the contingent fee market throughout California and in the San Diego County area, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of my firm, I have negotiated numerous contingency fee

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

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

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

61. When PAGA Counsel's motions for class certification are denied, PAGA Counsel often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*, 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.

App. 2012)) and other times PAGA Counsel is unsuccessful (*Prosad v. Del Taco Restaurant Services, Inc.,* No. B238605 (CA. Ct. App. 2012)).

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

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

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

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

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

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

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

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

Supreme Court affirmed lower court);

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

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

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

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

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

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

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

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

legal issues have gone up on appeal, which has complicated the landscape for settlement.

PAGA COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

65. Here, a lodestar cross-check confirms that the percentage requested is reasonable. PAGA Counsel have an aggregate lodestar in the amount of $45,807.00 which represents 50.9 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff's instant Motion.

66. As such, PAGA Counsel is asking for a lodestar multiplier of 1.64.

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

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

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

70. To achieve the ultimate result in this case, my firm had to incur substantial risk and expense, and were precluded from taking other fee generating employment for 50.9 hours of attorney time.

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

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

73. The requested hourly rates in this case range from $450.00 per hour to $1,250.00.

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

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

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

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

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

79. My office billed for the following four attorneys for work performed on this case: Eric Kingsley, Jessica Bulaon, Sydney I. Baines, and me.

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

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

82.Sydney Baines is an Associate Attorney at Kingsley Szamet Employment Lawyers. Ms. Baines is a graduate of Wheaton College in Massachusetts where she obtained her Bachelor of Arts in Psychology. In 2019, she earned her J.D. from Indiana University Maurer School of Law where she was active in constitutional protections community-based legal clinics. Ms. Baines worked as a certified legal trial intern in her final year of law school conducting her own trials under the supervision of an attorney prior to graduating. Ms. Baines also worked at boutique and

fortune 500 companies in various legal, publicity, and communications roles before being admitted to practice in October of 2024. She is billed at $450 per hour.

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

84. PAGA Counsel's charged rate are commensurate with the prevailing market rates in San Diego County for attorneys of comparable experience and skill handling complex litigation.

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

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

87. Finally, Class Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is $1227, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet, is $1019, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Bulaon, is $625, and a reasonable rate for an attorney with 3 or less years of experience, such as Ms. Baines is $508. A true and correct copy of the 2025-2026 Adjusted Laffey Matrix is attached hereto as Exhibit "4".

88. Kingsley Szamet Employment Lawyers' attorneys' fees in the present case are broken down as follows:

ATTORNEY	**HOURS**	**HOURLY RATE**	**TOTALS**

Eric B. Kingsley	2.4	$1,250.00	$3,000.00
Kelsey M. Szamet	41.4	$940.00	$38,916.00
Jessi Bulaon	5.8	$570.00	$3,306.00
Sydney I. Baines	1.3	$450.00	$585.00
KINGSLEY TOTAL ATTORNEYS' FEES	**50.9**		**$45,807.00**[1]

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

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

b. researching employer and related causes of action;

c. researching other pending and former matters against Defendant;

d. fact development and investigating Defendant's ownership structure

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

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

g. regular meetings and or communicating with Plaintiff;

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

i. drafting pleadings (Complaints, Motion for Representative Action Approval, etc.);

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

k. interviewing and obtaining declarations from aggrieved employees;

l. preparing for and attending mediation;

m. discussing issues related to damage model calculations;

n. preparing and analyzing damage models;

o. negotiating the terms of the settlement;

p. reviewing and making changes to the Settlement Agreement;

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

q. drafting and editing all documents for Preliminary and Final Approval;

r. monitoring Notice and settlement administration procedures;

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

90. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.64.

91. I believe the request for attorneys' fees in the amount of $75,000.00 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

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

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

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

94. In addition to their request for fees, PAGA Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of $11,469.72.

95. To date, PAGA Counsel has incurred $11,169.72 in costs.

96. PAGA Counsel anticipates incurring an additional $300.00 in costs to file and serve this motion, but the Settlement provides for a reimbursement of litigation costs of up to $12,000.00.

97. As such, counsel is requesting a cost reimbursement of $11,169.72.

98. All of the requested costs are reasonable in amount and were necessarily incurred by PAGA Counsel in prosecuting this litigation. Expenses in this matter to date include costs for filing fees, research, mediation, and additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to the Declaration of Kelsey M. Szamet as Exhibit "5".

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

100. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court should approve the request for reimbursement in the amount of $11,469.72.

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

101. The Settlement calls for an enhancement payment of $7,500.00 to the named PAGA Representative, to be paid from the Gross Settlement Amount.

102. The time spent by Miryan Elisa Kaddis includes identifying competent counsel, providing information to PAGA Counsel regarding PAGA Representative's relevant employment experiences, compiling documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories of liability, reviewing settlement documents, and making herself available for a full-day mediation session on May 7, 2025, and a half-day mediation session on June 13, 2025.

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

104. In addition, in exchange for the Enhancement Payment, Plaintiff will execute a separate general release of her individual claims that is broader than the PAGA-only release given by the other Aggrieved Employees, which further supports the requested award.

105. The enhancement takes into consideration the time, effort, risks, and expense incurred by PAGA Representative in coming forward to litigate this matter on behalf of the Aggrieved Employees.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

106. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Approval

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

EXHIBITS

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

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

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

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

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

112. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 106 above.

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

This declaration was executed this 3rd day of November, 2026, in Encino, California.

_____

Kelsey M. Szamet

EXHIBIT "1"

Vinesign Document ID: B634A4D9-1569-4521-8FB6-ED519F463990

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff **Miryan Elisa Kaddis** and Defendant **Vacasa LLC**.

1. DEFINITIONS

1.1. "Action" means the lawsuit filed by Plaintiff against Defendant asserting claims for various wage and hour violations that is pending as *Miryan Elisa Kaddis v. Vacasa LLC; and Does 1 through 50*, Superior Court of the State of California, County of San Diego (the "Court") Case No. 37-2023-00033686 initiated on August 7, 2023 and pending in the Court.

1.2. "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 the Settlement.

1.3. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to retain, conditional upon Court approval, to administer the Settlement.

1.4. "Aggrieved Employees" means all individuals employed by Defendant in the State of California on a non-exempt hourly or salaried non-exempt basis at any time during the PAGA Period.

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

1.6. "Aggrieved Employees' Data" means Aggrieved Employees' identifying information in Defendant's possession including the Aggrieved Employees' full legal name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.7. "Court" means the Superior Court of the State of California, County of San Diego.

1.8. "Defendant" mean named defendant Vacasa LLC.

1.9. "Defense Counsel" means David G. Hoiles Jr. and James Pilley of Jackson Lewis P.C.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval; and (b) the Judgment is final. The Judgment is final 65 days after the day the Court enters Judgment and Notice of Entry of Judgment is accomplished.

The signed document can be validated at https://app.vinesign.com/Verify

1.11. "Enhancement Payment" means the payment to Plaintiff for initiating the Action and providing services in support of the Action.

1.12. "Gross Settlement Amount" means TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($225,000.00), which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the Enhancement Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13. "Individual PAGA Payments" means the Aggrieved Employees' *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods each of the Aggrieved Employees worked during the PAGA Period.

1.14. "Judgment" means the final judgment to be entered by the Court based upon the Order Granting Approval.

1.15. "LWDA" means the California Labor & Workforce Development Agency, the state government agency entitled under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.18. "Operative Complaint" means the most recent amended version of the pleading filed on Plaintiff's behalf in the Action.

1.19. "Order Granting Approval" means the order entered by the Court granting approval of the terms of this Agreement.

1.20. "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, *et seq*.).

1.21. "PAGA Counsel" means Kingsley Szamet Employment Lawyers and Benjamin Smith of SMITH LAW, the attorneys representing Plaintiff in the Action.

1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff's June 1, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Pay Periods" means any pay period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period.

1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid pursuant to the Agreement from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the PAGA claims in the Action.

1.26. "PAGA Period" means the period from June 1, 2022 through August 12, 2025.

1.27. "PAGA Representative" or "Plaintiff" means Miryan Elisa Kaddis, the named plaintiff in the Action seeking Court approval to serve as the PAGA Representative.

1.28. A "Party" or the "Parties" means individually, Plaintiff or Defendant or collectively, Plaintiff and Defendant.

1.29. "Released PAGA Claims" means all claims for penalties under the PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to the PAGA for or related to alleged unpaid wages, overtime or double time wages, minimum wages, paid sick leave, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, wage statement penalties, unreimbursed business expenses, failure to keep requisite payroll records as it relates to the claims listed herein, declaratory relief as it relates to the claims listed herein, liquidated damages, penalties recoverable pursuant to the claims listed herein, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period.

1.30. "Releasees" means Defendant and its past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds, executors, attorneys (including, but not limited to, Defense Counsel), employees, insurers, reinsurers or agents and their successors and assigns individually and in their official capacities, and any other individual who or entity that could be liable for any of the Released PAGA Claims.

1.31. "Settlement" means the disposition of the Action affected by this Agreement and the Judgment.

2. RECITALS

2.1. On June 1, 2023, Plaintiff sent the PAGA Notice pursuant to Labor Code section 2699.3(a) to Defendant and the LWDA regarding Plaintiff's intent to seek civil penalties for Defendant's alleged violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199, under Labor Code sections 2699, *et seq*. Pursuant to Labor Code section 2699.3(a)(2)(A), no notice was receive by

Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark on the PAGA Notice.

2.2. On August 7, 2023, Plaintiff initiated the Action. In the Operative Complaint in the Action, Plaintiff alleges the following representative claims: (1) failure to pay overtime wages; (2) failure to provide meal and rest breaks; (3) failure to provide accurate wage statements; and (4) failure to pay all wages due at termination. In the Action, Plaintiff seeks civil penalties on a representative basis only on behalf of Plaintiff and all other Aggrieved Employees under the PAGA, attorneys' fees, and costs.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On May 7, 2025, the Parties, by and through PAGA Counsel and Defense Counsel, respectively, participated in an all-day mediation, and on June 13, 2025, the Parties attended a half-day mediation. Both mediation sessions were presided over by Kevin Barnes, Esq., which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and other information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations.

2.6. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($225,000.00) and no more as the Gross Settlement Amount to settle the claims alleged or that could have been alleged on the facts set forth in the PAGA Notice or the Operative Complaint. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Order Granting Approval:

3.2.1. To Plaintiff: An Enhancement Payment of not more than SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS

($7,500.00) (in addition to Plaintiff's *pro rata* share of the Individual PAGA Payments to which Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. If the Court approves an Enhancement Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Enhancement Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Payment. In addition, Plaintiff shall enter into a separate Individual Settlement Agreement to settle Plaintiff's individual claims.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third (1/3) of the Gross Settlement Amount, which is currently estimated to be SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($75,000.00) and a PAGA Counsel Litigation Expenses Payment of not more than TWELVE THOUSAND DOLLARS AND ZERO CENTS ($12,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other counsel for any Aggrieved Employees arising from any claim to any portion of any PAGA Counsel Fee Payment or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS Form 1099s. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold the Releasees harmless, and agree to indemnify the Releasees, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed TEN THOUSAND DOLLARS AND ZERO CENTS ($10,000.00) except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less or the Court approves payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: The estimated Net Settlement Amount in the amount of ONE HUNDRED TWENTY THOUSAND FIVE

HUNDRED DOLLARS AND ZERO CENTS ($120,500.00) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments. All PAGA Penalties paid to the Aggrieved Employees are deemed penalties and interest for which the Administrator shall issue IRS Form 1099s to the Aggrieved Employees as required.

3.2.5. The Administrator will calculate the Individual PAGA Payments to be paid to the Aggrieved Employees by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount (approximately THIRTY THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS ($30,125.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the Aggrieved Employees' *pro rata* share of the PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employees' Data: Not later than 30 days after the Court issues the Order Granting Approval, Defendant will deliver the Aggrieved Employees' Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employees' Data in confidence, use the Aggrieved Employees' Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employees' Data to Administrator employees who need access to the Aggrieved Employees' Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employees' Data omitted employee identifying information and to provide corrected or updated Aggrieved Employees' Data as soon as reasonably feasible. The Parties and their respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employees' Data.

4.2. Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual PAGA Payments.

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

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail the returned check 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 is lost or misplaced, provided the Aggrieved Employee makes a request for a replacement check prior to the void date.

4.3.3. For Aggrieved Employees whose Individual PAGA Payments check are uncashed and cancelled upon 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 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the California Controller's Unclaimed Property Fund shall be paid from the Administration Expenses Payment.

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

5. <u>RELEASE OF CLAIMS</u>.

5.1. <u>Plaintiff's Release</u>: Plaintiff shall execute a separate written agreement voluntarily releasing and forever discharging the Releasees of and from any and all claims, known and unknown, asserted or unasserted, other than the Released PAGA Claims, that Plaintiff has or may have against Releasees as of the date of execution of that separate agreement. In exchange for Plaintiff's release of such claims and the promised contained in the separate agreement, Plaintiff will receive the Enhancement Payment in an amount to be approved by the Court.

5.2. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff's legal representatives of every kind), will be deemed to have released and forever discharged the Releasees from all Released PAGA Claims as of the date of the Order Granting Approval.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Releasees from all claims for fees and costs incurred in connection with the Operative Complaint and the PAGA Period facts set forth in the Operative Complaint and the PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to work together in good faith to prepare and file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities: Plaintiff and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval; (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 Employees' 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, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firms attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees or the Administrator. In its declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Final Approval Order to the Administrator.

6.3. Duty to Cooperate: If the Parties disagree on any aspect of the proposed motion for approval of this Settlement 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 approval or conditions approval on any

material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator: The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expense Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. ESTIMATES REGARDING AGGRIEVED EMPLOYEES AND ESCALATOR CLAUSE.

8.1 Based on a review of the records as of the date of the first mediation session, Defendant estimated there were approximately 1,511 Aggrieved Employees who worked a total of 28,700 Pay Periods between June 1, 2022 and June 13, 2025. The Parties recognize and agree that the number of Aggrieved Employees and Pay Periods increased through August 12, 2025, thereby establishing the total number of Aggrieved Employees and pay periods during the PAGA Period.

8.2 In the event the number of pay periods worked by the Aggrieved Employees increase by more than 7.5%, either through Defendant's omission of individuals employed by Defendant in the State of California on a non-exempt hourly or salaried non-exempt basis at any time between June 1, 2022 and June 13, 2025 or through Defendant's omission of Pay Periods worked by Aggrieved Employees between June 1, 2022 and June 13, 2025, Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 7.5% (for example, if the number of pay periods increases by 8.5%, the Gross Settlement Amount will increase by 1%).

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

9.1. Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate the 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 any third 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 Releasees that any of the allegations in the Operative Complaint have merit or that the Releasees have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant issue the Order Granting Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement together with Plaintiff's individual agreement releasing all claims other than Plaintiff's Released PAGA Claims, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by either Party.

10.3. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents

reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation: The Parties and their respective 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 the Kevin Barnes, Esq., who served as the mediator in the session that led to this Agreement to settle the Action..

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

10.6. No Tax Advice: Plaintiff, PAGA Counsel, Defendant, Defense Counsel, and any of the other Releasees are not providing any advice regarding taxes or taxability, and anything in this Settlement shall not 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. 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 that expressly references this Agreement, and is approved by the Court.

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

10.9. Applicable Law: All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against either Party on the basis that the Party was the drafter or participated in the drafting.

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

10.12. Use and Return of Aggrieved Employees' Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152 by Defendant in connection with

the mediation in this Action, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

10.14. Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday in the State of California, then the date such date or deadline shall be the next following day that is not a Saturday, Sunday, or legal holiday in the State of California.

10.15. Notice: All notices, demands or other communications between the Parties in connection with this Agreement shall 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, to the other Party's respective counsel of record.

10.16. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

PLAINTIFF AGREES THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT. SIMILARLY, PAGA COUNSEL AFFIRMS THAT PLAINTIFF FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: 6-24, 2026

Miryan Elisa Kaddis

Dated: August 13, 2026

VACASA LLC

By: Jay Coggin
Jay Coggin (Aug 13, 2026 15:05:10 CDT)

Jay Coggin
General Counsel

Approved as to form and content:

Dated: June 24, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS



Eric B. Kingsley

Attorneys for Plaintiff
MIRYAN ELISA KADDIS, on behalf of herself and all others similarly situated

Dated: August 13, 2026

JACKSON LEWIS P.C.



David G. Hoiles Jr.

Attorneys for Defendant
VACASA LLC

4901-6942-2007, v. 2

EXHIBIT "2"

ALM RESEARCH

2007 NLJ Billing Survey

Fiscal Year - 2007

Billing Source-National Law Journal 12/11/2007

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

By **SARA RANDAZZO** and **JACQUELINE PALANK**
Updated Feb. 9, 2016 10:11 a.m. ET

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

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

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

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

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

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

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

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

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

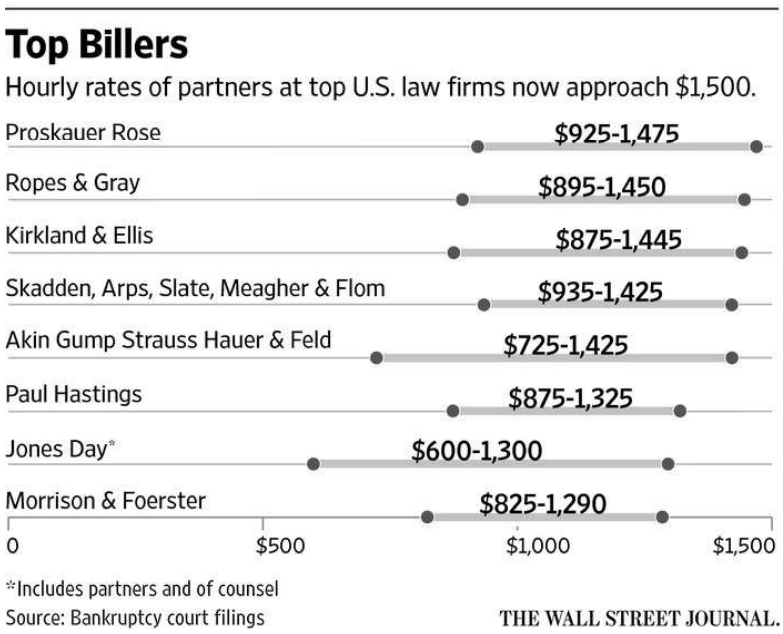
Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

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

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

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

Representatives of the law firms declined to comment.



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

"The clients have kept coming back and growing during my 38-year career," he said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

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

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

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

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

EXHIBIT "5"

Printed from FILEVINE

Vacasa LLC adv. Kaddis, Miryan

Miryan Kaddis • •

Historic Cost

$11,169.72

Postage Cost — $5.8

Created: 10/26/2026 at 2:42 PM

Trialworks TaskCode
Postage Cost

Date Incurred
10/26/2026

Payee
VineSign

Notes
client dec sent via vinesign
client dec sent via vinesign

Filing Fee — $67.28

Created: 9/4/2026 at 4:46 PM

Trialworks TaskCode
Filing Fees

Date Incurred
7/30/2026

Payee
One legal

Description
OLINV#08657877-WVacasa paid 7.30.2026

Notes
Case Management Statement Courtesy copy
Case Management Statement Courtesy copy

Docs
OLINV#08657877-WVacasa paid 7.30.2026.pdf

Filing Fee — $33.01

Created: 9/4/2026 at 3:52 PM

Trialworks TaskCode
Filing Fees

Date Incurred
7/29/2026

Payee
One legal

Description
OLINV#08652577-Vacasa paid 7.29.2026

Notes
Case Management Statement fees
Case Management Statement fees

Docs
OLINV#08652577-Vacasa paid 7.29.2026.pdf

Consultant Cost — $3,230.00

Created: 7/9/2026 at 1:53 PM

Trialworks TaskCode
Consultant Cost

Date Incurred
7/9/2026

Payee
Berger Consulting Group

Description
BCGINV#18665 - Vacasa - paid 7.9.26

Notes
EBK paid
EBK paid

Docs
Receipt - BCGINV#18665 - Vacasa - paid 7.9.26.png
BCGINV#18665 - Vacasa - paid 7.9.26.pdf

Postage Cost — $5.80

Created: 6/24/2026 at 10:17 AM

Trialworks TaskCode
Postage Cost

Date Incurred
6/24/2026

Payee
VineSign

Notes
updated settlement agreements to client
updated settlement agreements to client

Postage Cost — $5.80

Created: 6/9/2026 at 2:24 PM

Trialworks TaskCode
Postage Cost

Date Incurred
6/9/2026

Payee
VineSign

Notes
settlement agreements to client
settlement agreements to client

Filing Fee — $67.28

Created: 5/5/2026 at 2:30 PM

Trialworks TaskCode
Filing Fees

Date Incurred
5/24/2026

Payee
One legal

Description
OLINV#08307230-Vacasa paid 4.24.2026

Notes
CM110 Courtesy Filing Fees
CM110 Courtesy Filing Fees

Docs
OLINV#08307230-Vacasa paid 4.24.2026.pdf

Filing Fee — $33.01

Created: 4/29/2026 at 1:03 PM

Trialworks TaskCode
Filing Fees

Date Incurred
4/23/2026

Payee
One legal

Description
OLINV#08303853-Vacasa paid 4.23.2026

Notes
CM110 FILING FEES
CM110 FILING FEES

Docs
OLINV#08303853-Vacasa paid 4.23.2026.pdf

Filing Fee — $61.95

Created: 11/21/2025 at 8:50 AM

Trialworks TaskCode
Filing fees

Date Incurred
11/20/2025

Payee
OneLegal

Description
OLINV#07758912-Vacasa paid 11.20.2025

Notes
CMC110 Courtesy Filing Fees
CMC110 Courtesy Filing Fees

Docs
OLINV#07758912-Vacasa paid 11.20.2025.pdf

Filing Fee — $31.89

Created: 11/20/2025 at 8:19 AM

Trialworks TaskCode
Filing fees

Date Incurred
11/19/2025

Payee
One Legal

Description
OLINV #07755653 Vacasa paid 11.19.25

Notes
Case Management Statement filing fees
Case Management Statement filing fees

Docs
OLINV #07755653 Vacasa paid 11.19.25.pdf

Filing Fee — $61.95

Created: 9/3/2025 at 11:52 AM

Trialworks TaskCode
Filing Fees

Date Incurred
8/21/2025

Payee
One Legal

Description
OLINV #07448674 Vacasa paid 8.21.25

Notes
Case Management Statement courtesy copy and convenience fee
Case Management Statement courtesy copy and convenience fee

Docs
OLINV #07448674 Vacasa paid 8.21.25.pdf

Filing Fee — $31.89

Created: 9/3/2025 at 11:14 AM

Trialworks TaskCode
Filing Fees

Date Incurred
8/20/2025

Payee
One Legal

Description
OLINV #07443437 Vacasa paid 8.20.25

Notes
Case Management Statement OL filing fees
Case Management Statement OL filing fees

Docs
OLINV #07443437 Vacasa paid 8.20.25.pdf

Filing Fee — $30.40

Created: 8/18/2025 at 1:58 PM

Trialworks TaskCode
filing fee

Date Incurred
7/29/2025

Payee
One Legal

Description
OLINV#07364804 - Vacasa paid 7.29.25

Notes
Ntc filing fees
Ntc filing fees

Docs
OLINV#07364804 - Vacasa paid 7.29.25.pdf

Expert Fee — $2,160.00

Created: 7/2/2025 at 10:54 AM

Trialworks TaskCode
Expert Fee

Date Incurred
7/1/2025

Payee
Berger Consulting

Description
BCINV #15173 Vacasa paid 7.1.25

Notes
expert forensic analysis
expert forensic analysis

Docs
BCINV #15173 Vacasa paid 7.1.25.pdf

Filing Fee — $61.95

Created: 5/27/2025 at 3:01 PM

Trialworks TaskCode
filing fee

Date Incurred
5/23/2025

Payee
One Legal

Description
OLINV#07146553 Vacasa 4.18.25

Notes
Ntc courtesy copy fees
Ntc courtesy copy fees

Docs
OLINV#07146553 Vacasa 4.18.25.pdf

Filing Fee — $50.28

Created: 4/21/2025 at 2:45 PM

Trialworks TaskCode
filing fee

Date Incurred
4/18/2025

Payee
One Legal

Description
OLINV#07024592 Vacasa 4.18.25

Notes
Stip filing fees
Stip filing fees

Docs
OLINV#07024592 Vacasa 4.18.25.pdf

Filing Fee — $61.95

Created: 3/21/2025 at 5:37 PM

Trialworks TaskCode
filing fee

Date Incurred
3/21/2025

Payee
One Legal

Description
OLINV#06929852 Vacasa 3.21.25

Notes
Stip courtesy copy fees
Stip courtesy copy fees

Docs
OLINV#06929852 Vacasa 3.21.25.pdf

Filing Fee — $26.54

Created: 2/5/2025 at 12:38 PM

Trialworks TaskCode
costs

Date Incurred
2/3/2025

Payee
One Legal

Description
OLINV#06773977 Vacasa 2.3.25

Docs
OLINV#06773977 Vacasa 2.3.25.pdf

Filing Fee — $61.95

Created: 1/13/2025 at 4:16 PM

Trialworks TaskCode
costs

Date Incurred
12/31/2024

Payee
One Legal

Description
OLINV#06673301 Vacasa 12.31.24

Docs
OLINV#06673301 Vacasa 12.31.24.pdf

Filing Fee — $46.15

Created: 10/30/2024 at 2:19 PM

Trialworks TaskCode
costs

Date Incurred
10/25/2024

Payee
One Legal

Description
OLINV#06502237 Vacasa 10.25.24

Docs
OLINV#06502237 Vacasa 10.25.24.pdf

Filing Fee — $51.63

Created: 9/19/2024 at 11:20 AM

Trialworks TaskCode
costs

Date Incurred
9/17/2024

Payee
One Legal

Description
OLINV#06381597 Vacasa 9.17.24

Docs
OLINV#06381597 Vacasa 9.17.24.pdf

Mediation Cost — $3,750.00

Created: 9/6/2024 at 8:29 AM

Trialworks TaskCode
costs

Date Incurred
9/6/2024

Payee
Kevin T. Barnes

Description
Kevin T. Barnes INV re Mediation Kaddis v. Vacasa LLC paid 9.6.24

Docs
Kevin T. Barnes INV re Mediation Kaddis v. Vacasa LLC ...

Filing Fee — $15.39

Created: 4/22/2024 at 4:06 PM

Trialworks TaskCode
filing fee

Date Incurred
4/16/2024

Payee
One Legal

Description
OLINV#05920739 Vacasa 4.16.24

Docs
OLINV#05920739 Vacasa 4.16.24.pdf

Filing Fee — $51.48

Created: 4/18/2024 at 2:22 PM

Trialworks TaskCode
filing fee

Date Incurred
4/12/2024

Payee
One Legal

Description
OLINV#05910582 Vacasa 4.12.24

Docs
OLINV#05910582 Vacasa 4.12.24.pdf

Court Cost — $1.00

Created: 6/27/2024 at 12:30 PM

Trialworks TaskCode
costs

Date Incurred
4/10/2024

Payee
One Legal

Description
eServe Charge | 22652607-R1 | 37-2023-00033686-CU-OE-CTL | Bill Code: Vacasa | 4 recipients | 04/10/2024

Filing Fee — $169.82

Created: 3/27/2024 at 12:14 PM

Trialworks TaskCode
filing fee

Date Incurred
3/14/2024

Payee
One Legal

Description
OLINV#05824319 Vacasa 3.14.24

Docs
OLINV#05824319 Vacasa 3.14.24.pdf

Filing Fee — $51.48

Created: 3/26/2024 at 1:39 PM

Trialworks TaskCode
filing fee

Date Incurred
3/14/2024

Payee
One Legal

Description
OLINV#05821120 Vacasa 3.14.24

Docs
OLINV#05821120 Vacasa 3.14.24.pdf

Court Cost — $1.00

Created: 6/20/2024 at 2:49 PM

Trialworks TaskCode
costs

Date Incurred
3/11/2024

Payee
One Legal

Description
eServe Charge | 22420573-R1 | 37-2023-00033686-CU-OE-CTL | Bill Code: Vacasa | 4 recipients | 03/11/2024

Filing Fee — $51.48

Created: 3/7/2024 at 8:52 AM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05783800 Vacasa 2.29.24.pdf

Date Incurred
2/29/2024

Description
OLINV#05783800 Vacasa 2.29.24

Court Cost — $1.00

Created: 6/20/2024 at 2:04 PM

Trialworks TaskCode
costs

Date Incurred
2/28/2024

Payee
One Legal

Description
eServe Charge | 22328999-R1 | 37-2023-00033686-CU-OE-CTL | Bill Code: Vacasa | 3 recipients | 02/28/2024

Filing Fee — $15.39

Created: 3/6/2024 at 11:38 AM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05774628 Vacasa 2.27.24.pdf

Date Incurred
2/27/2024

Description
OLINV#05774628 Vacasa 2.27.24

Created: 9/13/2023 at 3:14 PM — $3.20

Trialworks TaskCode
Copies

Date Incurred
9/13/2023

Payee
Paper Cut

Notes
Copy of Default letter to mail to Def
Copy of Default letter to mail to Def

Postage Cost — $10.45

Created: 9/13/2023 at 3:14 PM

Trialworks TaskCode
Postage Cost

Date Incurred
9/13/2023

Notes
Default letter to Def via cert mailing
Default letter to Def via cert mailing

Process Server Fee — $100.99

Created: 8/24/2023 at 1:21 PM

Trialworks TaskCode
Costs

Payee
Oncall

Docs
OCINV#342073 Vacasa 8.23.23.pdf

Date Incurred
8/23/2023

Description
OCINV#342073 Vacasa 8.23.23

Filing Fee — $51.48

Created: 8/24/2023 at 12:34 PM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05250566 Vacasa 8.22.23.pdf

Date Incurred
8/22/2023

Description
OLINV#05250566 Vacasa 8.22.23

Filing Fee — $14.36

Created: 8/24/2023 at 11:19 AM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05241737 Vacasa 8.17.23.pdf

Date Incurred
8/17/2023

Description
OLINV#05241737 Vacasa 8.17.23

Postage Cost — $0.63

Created: 8/15/2023 at 10:18 AM

Trialworks TaskCode
costs

Date Incurred
8/15/2023

Payee
Pitney Bowes

Description
mailed copy of court's ntc

Photocopying Cost — $0.60

Created: 8/15/2023 at 10:08 AM

Trialworks TaskCode
costs

Date Incurred
8/15/2023

Payee
K&K

Description
mailing out court notice

Filing Fee — $461.16

Created: 8/18/2023 at 3:44 PM

Trialworks TaskCode
filing fee

Payee
One Legal

Docs
OLINV#05214217 Vacasa 8.8.23.pdf

Date Incurred
8/8/2023

Description
OLINV#05214217 Vacasa 8.8.23

10+

Created: 6/1/2023 at 4:33 PM — $0.40

Trialworks TaskCode
Copies

Date Incurred
6/1/2023

Notes
copies of paga letter for mailing
copies of paga letter for mailing

Postage Cost — $8.10

Created: 6/1/2023 at 4:32 PM

Trialworks TaskCode
Postage Costs

Date Incurred
6/1/2023

Payee
Papercut

Notes
Paga letter, certified mailing
Paga letter, certified mailing

Filing Fee — $75.00

Created: 6/1/2023 at 4:08 PM

Trialworks TaskCode
filing fee

Payee
LWDA

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

Docs
Re State of California - Department of Industrial Relatio...

Date Incurred
6/1/2023

Created: 4/10/2023 at 9:08 AM — $0.60

Trialworks TaskCode
Copies

Date Incurred
4/10/2023

Payee
Paper Cut

Notes
Copy of Initial records request for remailing to Def
Copy of Initial records request for remailing to Def

Postage Cost — $24.30

Created: 4/10/2023 at 9:08 AM

Trialworks TaskCode
Postage Cost

Date Incurred
4/10/2023

Notes
Initial records request remailed to Def via cert mailing
Initial records request remailed to Def via cert mailing

Created: 3/31/2023 at 10:49 AM — $0.60

Trialworks TaskCode
Copies

Date Incurred
3/31/2023

Notes
intial records request copies for 3 mailing addresses
intial records request copies for 3 mailing addresses

Postage Cost — $24.30

Created: 3/31/2023 at 10:42 AM

Trialworks TaskCode
Postage Costs

Date Incurred
3/31/2023

Payee
Papercut

Notes
Initial Records Request for 3 mailing addresses
Initial Records Request for 3 mailing addresses

Created: 6/16/2023 at 8:41 AM — $99.00

Trialworks TaskCode
costs

Date Incurred
3/16/2023

Payee
LawFlip

Description
referral fee

(Proof of Submission to Labor &
Workforce Development Agency)

EXHIBIT "6"

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On November 3, 2026, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

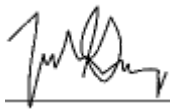
David G. Hoiles, Jr.
david.hoiles@jacksonlewis.com
James E. Pilley
james.pilley@jacksonlewis.com
Susan Najjar
susan.najjar@jacksonlewis.com
Kristine Hammett
kristine.hammett@jacksonlewis.com
JACKSON LEWIS P.C.
225 Broadway, Suite 1800
San Diego, CA 92101

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

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

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

Executed on November 3, 2026, at West Hollywood, California.



Taylor Gregg