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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MANDY C. MENA; RAUL E. ZAMORA;
ANTONIO PEREZ; as individuals, on
behalf of the State of California, as a private
attorney general,

PLAINTIFFS,

v.

ADOBE COMMUNITIES; and DOES 1
thru 50, inclusive,

DEFENDANTS.

Case No. 23STCV28338

[Case Assigned for All Purposes to Hon. Cindy
Panuco in Dept. 224]

**DECLARATION OF ERIC B. KINGSLEY
IN SUPPORT OF MOTION FOR
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT**

Date: August 21, 2026

Time: 9:00 AM

Dept.: 224

Complaint Filed: October 20, 2022

Trial Date: None Set

Reservation No. 110594763679

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I, Eric B. Kingsley, 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 Plaintiffs Mandy C. Mena, Raul E. Zamora, and Antonio Perez 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 Plaintiffs' Motion for Approval of Representative Action in the above-captioned case.

3. I graduated from the University of California, Santa Barbara, in 1993 with a degree in History. I graduated from Loyola Law School of Los Angeles in 1996. 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 August 15, 2022, in compliance with Labor Code § 2699.3(a)(1), Plaintiff Mandy C. Mena gave written notice by online filing to the LWDA, setting forth the facts and theories of the violations alleged against Defendant, paid the filing fee, and received an e-filing confirmation. Plaintiff Mena also mailed notice to Defendant by certified mailing, return receipt requested, to the address listed on the California's Secretary of State's website as the entity address for Defendant Abode Communities.

6. On October 20, 2022, Mandy C. Mena, an individual on behalf of the State of California, as a private attorney general, filed a Representative Action Complaint in Los Angeles Superior Court, Case No. 22STCV33949, alleging a single cause of action under Labor Code § 2699, et seq., the Private Attorneys General Act (“PAGA”) for penalties pursuant to Labor Code § 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802. (“Mena Action”)

7. Specifically, Plaintiff alleged that Defendant failed to pay all wages/overtime, failed

1 to provide compliant meal and rest periods, failed to reimburse necessary business expenses, failed
2 to provide accurate itemized wage statements, and failed to pay all wages due at
3 termination/resignation. Plaintiff alleges that this underlying conduct gives rise to a claim pursuant
4 to Labor Code §2699, et seq.

5 8. On December 13, 2022, Defendant filed a Motion to Compel Individual Arbitration
6 and Stay or Dismiss Proceedings.

7 9. On February 1, 2023, Plaintiff Mena filed an Opposition to Defendant's Motion to
8 Compel Arbitration.

9 10. On February 15, 2024, the Court granted Defendant's motion.

10 11. On March 22, 2024, Plaintiff Mena initiated a Demand for Arbitration under ADR
11 Services, Inc.

12 12. On November 20, 2023, Plaintiffs Raul E. Zamora and Antonio Perez, as individuals,
13 on behalf of the State of California, as their own private attorney general, filed a Representative
14 Action Complaint in Los Angeles Superior Court, Case No. 23STCV28338, alleging a single cause
15 of action under Labor Code § 2699, et seq., the Private Attorneys General Act ("PAGA") for
16 penalties pursuant to § 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802.
17 ("Zamora and Perez" Action").

18 13. On February 6, 2024, Defendant filed a Motion to Compel Arbitration and Stay
19 Proceedings.

20 14. Plaintiffs filed their Opposition to Defendant's Motion to Compel Arbitration on
21 July 12, 2024.

22 15. On July 25, 2024, the Court granted Defendant's motion.

23 16. On August 13, 2024, Claimants Antonio Perez and Raul Zamora separately initiated
24 a Demand for Arbitration under ADR Services, Inc.

25 17. The Parties have vigorously litigated this action.

26 18. Abode has moved to compel Plaintiffs in each case to individual arbitration.

27 19. On June 25, 2025, the Parties participated in a mediation before Kevin Barnes.
28 Shortly thereafter, the Parties were able to reach a tentative settlement and formalized the PAGA

Settlement Agreement.

20. As a part of the Settlement, Plaintiffs Mena, Zamora, and Perez filed a Consolidated First Amended Representative Action Complaint on February 10, 2026, consolidating the Mena and Zamora and Perez cases. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

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

THE SETTLEMENT

22. Defendant will pay the total sum of \$210,000.00 in full and final settlement of the PAGA claims alleged.

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

Gross Settlement Amount:	\$210,000.00
PAGA Counsel Fees Payment:	\$69,972.00
PAGA Counsel Litigation Expenses Payment:	\$18,125.81
Administrator Expenses Payment:	\$4,750.00
Named Plaintiffs Enhancement:	\$15,000.00
PAGA Penalties:	\$115,152.19 <i>(\$86,364.14 to the LWDA; \$28,788.05 to remain in the Net Settlement Amount)</i>

24. The Agreement provides for counsel cost reimbursement of up to \$21,000. However, counsel’s final costs come out to \$18,125.81. The delta of \$2,874.19 will remain in the Net Settlement Amount, making the final amount of PAGA Penalties slightly higher than contemplated in the Agreement.

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

1 26. The PAGA Period means the period from August 16, 2021, to August 25, 2025.

2 27. For settlement purposes, the PAGA Employees are defined as: “all non-exempt
3 employees who worked at ABODE COMMUNITIES at any time during the PAGA Period.”
4 (“PAGA Employees”).

5 **RISKS AND EVALUATION OF THE SETTLEMENT**

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

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

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

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

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

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

4 34. Plaintiffs allege Defendant had a consistent policy of failing to compensate Plaintiffs
5 and the PAGA Employees for all hours worked.

6 35. Plaintiffs specifically allege that Defendant placed significant restrictions on them
7 and other PAGA Employees while off the clock, essentially requiring them to always be on call, by
8 restricting travel and barring activities that would make the employee unreachable.

9 36. Plaintiffs allege that they were required to be available by personal cell phone at all
10 times.

11 37. For Plaintiff Mena, as an on-site property manager, the phone number posted on the
12 office door while it was closed was forwarded to her personal cell phone.

13 38. For Plaintiffs Zamora and Perez, who were maintenance technicians, were required
14 to respond to maintenance calls and emergency while they were off the clock – and thus were
15 essentially on-call.

16 39. This time spent on-call constitutes “hours worked” under California law, but
17 Defendant has not compensated Plaintiffs and the PAGA Employees for this time.

18 40. However, at trial, Defendant would argue that Plaintiff or all PAGA Employees were
19 properly compensated for all hours worked.

20 41. Defendant would also argue that any alleged uncompensated time was not
21 compensable under governing law, including where such time was de minimis, not authorized, or
22 not required.

23 42. At mediation, Defendant strongly argued against any alleged controlling of on-call
24 time and maintains that it did not restrict travel or bar activities that would make the employee
25 unreachable, asserting instead that all hours worked were accurately captured and paid.

26 43. Defendant also argued that employees were not restricted during their time off- the-
27 clock, and thus were not on-call.

28 44. Finally, Defendant asserts that it acted in good faith and in reasonable reliance on

1 applicable statutes, regulations, and administrative guidance in establishing and implementing its
2 compensation practices.

3 45. Plaintiffs allege that Defendant failed to apprise Plaintiffs and the PAGA Employees
4 of their rights associated with meal periods and failed to provide timely meal periods.

5 46. Specifically, Plaintiffs allege that Defendant has had a consistent policy of: (1)
6 requiring Plaintiffs and the PAGA Employees to take late meal breaks that occurred after the first
7 five hours of each shift; and (2) failed to pay such employees one (1) hour of pay at the employees'
8 regular rate of compensation for each workday that the first meal period was not provided within the
9 first (5) hours of the shift or that a second meal period was not provided.

10 47. Upon review of the data produced for mediation, Plaintiffs found meal violations in
11 the time records of which no meal premiums were paid.

12 48. However, Defendant strongly argued that the employees did receive their meal
13 periods and are willing to present evidence that other employees would testify to that fact.

14 49. Defendant pointed out that any meal premiums owed were few and de minimis.

15 50. Defendant further argued that employees were relieved of all duty during meal
16 periods and were free to take uninterrupted breaks, and that any alleged missed, late, or shortened
17 meal periods were the result of individual employee choice or circumstances beyond Defendant's
18 control, not any company policy or practice.

19 51. Defendant also maintains that it paid all required meal period premiums where owed
20 and acted in good faith and in compliance with governing wage and hour requirements.

21 52. Additionally, Defendant maintained valid meal and rest period policies.

22 53. This presented a risk on the meal period claim that Plaintiffs considered when
23 evaluating this settlement.

24 54. Here, Plaintiffs allege that Defendant failed to maintain a lawful procedure of
25 providing rest breaks to them and the PAGA Employees.

26 55. Defendant failed to provide Plaintiffs and the PAGA Employees with rest breaks of
27 not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.

28 56. Defendant also maintained an unlawful policy of requiring Plaintiffs and the PAGA

1 Employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security*
2 *Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a
3 break does not “relinquish control over how employees spend their time”).

4 57. For example, Plaintiff Mena was not permitted to leave the premises during her rest
5 periods as instructed by her regional managers.

6 58. As such, Defendant failed to provide Plaintiffs and the PAGA employees with
7 compliant rest periods.

8 59. Further, Plaintiffs and the PAGA Employees were not compensated with one (1)
9 hour of wages for each compliant rest period as required by Labor Code § 226.7.

10 60. Defendant again raised the defense that employees received their rest breaks and
11 presented evidence that employees would testify as such.

12 61. Given that the rest period policy was accurate and vali, Plaintiff considered this a
13 viable risk.

14 62. In its defense at trial, Defendant would have argued that Plaintiff’s rest period claim
15 was going to be difficult to prove at trial because California law does not require employees to record
16 rest periods. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant
17 would have argued that there was simply no way to know (1) whether a break was taken; and (2) if
18 not, why not. For each instance where an employee did not take a 10- minute rest period by the end
19 of the fourth hour of work, the trier of fact would still have to determine why that particular
20 employee had less than their full allotment of rest time. As such, Plaintiffs had to acknowledge that
21 it could potentially be easy for Defendant to defeat this claim if it was able to gather testimonial
22 evidence from other PAGA Employees indicating that they were able to take all required rest breaks
23 each day. Though Plaintiffs do not believe this was the case based on their own testimonies and
24 experiences, Plaintiffs must acknowledge it poses risks at trial. There is certainly risk as to both sides
25 as to what declarations and depositions of class members might reveal.

26 63. On a regular and consistent basis, Defendant has failed to reimburse Plaintiff and the
27 PAGA Employees the cost of using their personal cell phones, tools and supplies for business related
28 purposes.

1 64. Specifically, Defendant required Plaintiffs and the PAGA employees to be available
2 by cell phone and answer/use their cellphones while working and the cellphones were necessary to
3 perform their job duties.

4 65. Plaintiffs and the PAGA Employees were also required to download an application
5 on her personal cell phone to clock in and out of their scheduled working shifts.

6 66. Defendant required that Plaintiffs and the PAGA Employees purchase tools, cleaning
7 supplies and light bulbs, and this was necessary to perform their job duties.

8 67. These cell phones, tools, cleaning supplies and light bulbs were not provided by
9 Defendant, and Defendant failed to reimburse Plaintiffs and the PAGA Employees for the costs
10 associated with using these personal cell phones, tools and supplies.

11 68. Here, Defendant would argue that any alleged cell phone usage attributed to work
12 was minimal and therefore would limit any recovery.

13 69. Even assuming liability, any damages would be subject to a proportional “violation
14 rate” analysis, which would substantially reduce the amount of recoverable expenses given that the
15 vast majority of usage was non-compensable or unrelated to work.

16 70. Defendant also maintains that all tools and necessary items for work were provided
17 and any subsequent purchases made by employees were discretionary and optional, which would
18 fall outside the scope of reimbursable business expenses.

19 71. This would mean that at trial the recoverable damages could potentially be relatively
20 small.

21 72. Here, Defendant furnishes Plaintiffs and the PAGA Employees with itemized wage
22 statements that do not accurately show total hours worked.

23 73. Defendant furnishes Plaintiffs and the PAGA Employees with itemized wage
24 statements that do not accurately show all applicable hourly rates in effect during the pay period and
25 the corresponding number of hours worked at each hourly rate because Plaintiffs and the PAGA
26 Employees performed work while off the clock. The work performed off the clock was not recorded
27 and thus was not reflected in the PAGA Employees’ wages and wage statements.

28 74. Further, Plaintiffs and the PAGA Employees are issued wage statements that do not

1 include accurate meal and rest premiums as a result of the claims alleged above.

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

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

6 77. In light of all these significant risks and given that PAGA gives the Court broad
7 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
8 Settlement Amount of \$210,000.00 was fair and reasonable.

9 78. Plaintiffs retained an expert to analyze Defendant’s data ahead of mediation.
10 Plaintiffs assessed the value of the Unpaid Wages claim at approximately \$271,300.

11 79. Plaintiffs’ expert calculated that 2,713 pay periods showed underpayment of wages,
12 or 25.1% of PAGA pay periods.

13 80. Plaintiffs valued the Meal Period claim at approximately \$528,800.

14 81. This assumes one meal premiums are owed every other workweek, using 5,288 out
15 of 10,789 applicable workweeks based on Plaintiffs’ expert review of the data.

16 82. Plaintiffs’ expert’s review of the time records shows only one meal premium due in
17 approximately half of the pay periods at issue, which Plaintiff alleges is due to Defendant’s procedure
18 of avoiding meal premiums by having employees clock out and continue working.

19 83. However, for the reasons above, Plaintiff determined that accepting a discount of the
20 full amount was appropriate.

21 84. Plaintiff assessed the maximum value for the Rest Period claim at approximately
22 \$1,057,000.

23 85. Since this amount assumed one rest premium is owed per pay period and Plaintiff’s
24 expert assumed a violation rate of 98% across all pay periods, Plaintiffs determined that accepting a
25 discount of the full amount was appropriate based on the reasons explained above.

26 86. With regard to the Reimbursement Claim analysis, Plaintiff believed that it was
27 reasonable to assume that reimbursements for personal cell phone use would have occurred once per
28 month, or one pay period per month.

87. Plaintiff also acknowledges that PAGA Employees may not have used their personal cell phones for each and every pay period, and that any business use of their personal cell phones were likely de minimis. As such, the maximum value for this claim would be \$528,800, but a court would likely reduce this penalty significantly.

88. Plaintiff valued the Wage Statement Claim, without discount, at \$1,057,000.

89. Plaintiff assumes a maximum penalty of \$4,000 under Labor Code 226(a) for approximately 10,789 workweeks.

90. This figure is overstated because Labor Code §226(e)(1) uses \$50 for the initial pay period (not \$100) and puts a \$4,000 cap on wage statement penalties per employee.

91. Plaintiff determined that a steep discount of this claim was fair for settling purposes.

92. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim, at \$11,400 based on 114 former employees.

93. In light of the derivative nature of §203 penalties, the dispute over whether any wages were owed, and Defendant's position regarding the absence of separated employees, Plaintiff determined that accepting a discount on this claim was appropriate.

ATTORNEY COMPETENCE

94. 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 Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley Szamet Employment Lawyers and co-counsel \$996,232.72 in attorney's fees.
- l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.
- m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of \$5,250,000.
- n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of 38%.
- o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus interest, with attorney's fees benchmark award of \$1,525,000.
- p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

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

- 6 a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927)*,
7 approved for Class Certification in 2011.
- 8 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
9 December 19, 2012) (court granted contested class certification and appointed
10 Kingsley Szamet Employment Lawyers as PAGA Counsel).
- 11 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
12 filed February 3, 2014) (court granted contested class certification and appointed
13 Kingsley Szamet Employment Lawyers as PAGA Counsel).
- 14 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
15 filed January 27, 2015) (court granted contested class certification and appointed
16 Kingsley Szamet Employment Lawyers as PAGA Counsel).
- 17 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C
18 0214). contested class certification granted in June 2020.
- 19 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
20 (BCV-16-102833), contested class certification granted in 2018.
- 21 g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
22 contested class certification granted in June 2020.
- 23 h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
24 contested class certification granted in August 2020.

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

28 97. After factoring in the risks explained above, I believe that the proposed settlement is

1 fair and reasonable. I am not aware of any other pending matter or action asserting claims that will
2 be extinguished or adversely affected by this Settlement.

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

4 98. As detailed fully in the Settlement, the settlement provides for Defendant to create a
5 Gross Settlement Amount of \$210,000.00. From that fund, Plaintiffs request an award of attorneys'
6 fees for PAGA Counsel in the amount of \$69,972.00, or 33.33% of the Gross Settlement Amount,
7 and \$18,125.81 in reimbursement for litigation costs.

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

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

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

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

15 103. When PAGA Counsel's motions for class certification are denied, PAGA Counsel
16 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
17 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
18 App. 2012)) and other times PAGA Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
19 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

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

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

- 1 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)
2 (lower court ruling in employer's favor that certain employees can share in
3 mandatory tip pool affirmed);
- 4 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
5 ruling in employer's favor that certain employees can share in mandatory tip pool
6 affirmed);
- 7 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
8 employer's favor approving employer's commission pay plan affirmed) ;
- 9 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
10 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
11 employees affirmed);
- 12 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court
13 ruling that pharmaceutical sales representatives are exempt employees affirmed);
- 14 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
15 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
16 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
17 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
18 Supreme Court affirmed lower court);
- 19 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
20 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
21 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
22 arbitration affirmed);
- 23 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
24 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
25 affirmed);
- 26 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
27 in part and affirming in part trial courts order compelling arbitration);
- 28 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);

1. *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.

105. 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.

106. 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

107. Here, a lodestar cross-check confirms that the percentage requested is reasonable. PAGA Counsel have an aggregate lodestar in the amount of \$50,622.00 which represents 52.50 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiffs' instant Motion, and ten (10) future hours for both Eric B. Kingsley and Sydney I. Baines.

108. As such, PAGA Counsel is asking for a lodestar multiplier of 1.38.

109. 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

1 litigate tenaciously. There are genuine issues in dispute.

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

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

6 112. To achieve the ultimate result in this case, my firm had to incur substantial risk
7 and expense, and were precluded from taking other fee generating employment for 72.50 hours
8 of attorney time.

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

13 114. PAGA Counsel believe this is an exceptional result that has been well received
14 by the PAGA Employees.

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

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

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

20 118. I am a 28-year attorney with expertise in wage and hour class action lawsuits.

21 119. I have litigated several hundred such cases, including at the appellate level at the
22 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
23 Appeal.

24 120. I am also a prolific speaker at various seminars on employment law and has
25 contributed to legal publications on employment topics.

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

1 or defending class actions.

2 122. My office billed for the following five attorneys for work performed on this case:
3 Kelsey M. Szamet, Liane Katzenstein Ly, Jessica Bulaon, Sydney I. Baines, and me.

4 123. Kelsey M. Szamet is a partner at Kingsley Szamet Employment Lawyers. She
5 received her Bachelor of Arts degree, *cum laude*, from the University of California San Diego
6 and received her law degree from UCLA School of Law in 2008, where she was active in the
7 Women's Law Journal and community-based legal clinics. Ms. Szamet has been practicing since
8 2008 and is billed at \$940 per hour.

9 124. Jessi Bulaon is an Associate Attorney at Kingsley Szamet Employment Lawyers.
10 Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In
11 2021, she earned her J.D. from Southwestern Law School, where she was a member on the Law
12 Review and the Dean's List. While at Southwestern, she was awarded the Exceptional
13 Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law
14 course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she
15 was admitted to practice in December of 2021. She is billed at \$570 per hour.

16 125. Sydney Baines is an Associate Attorney at Kingsley Szamet Employment
17 Lawyers. Ms. Baines is a graduate of Wheaton College in Massachusetts where she obtained her
18 Bachelor of Arts in Psychology. In 2019, she earned her J.D. from Indiana University Maurer
19 School of Law where she was active in constitutional protections community-based legal clinics.
20 Ms. Baines worked as a certified legal trial intern in her final year of law school conducting her
21 own trials under the supervision of an attorney prior to graduating. Ms. Baines also worked at
22 boutique and fortune 500 companies in various legal, publicity, and communications roles before
23 being admitted to practice in October of 2024. She is billed at \$450 per hour.

24 126. Liane Katzenstein Ly, a former partner at Kingsley Szamet Employment Lawyers.
25 She is an honors graduate of Florida State University, and received her JD from University of
26 California Davis School of Law in 2008, where she was an editor of the Environmental Law
27 Journal and a board member of the King Hall Negotiations Team. She left the firm in 2024 and
28 was billed at \$800 per hour.

127. 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.

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

129. 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.

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

131. Finally, PAGA Counsel’s rates are in line with the adjusted 2025-2026 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,227, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet and Ms. Ly, is \$1,019, a reasonable rate for an attorney with 5 years of experience, such as Ms. Bulaon, is \$625, and a reasonable rate for an attorney with 3 years or less 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.

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

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	15.8	\$1,250.00	\$19,750.00
Kelsey M. Szamet	0.6	\$940.00	\$564.00

Jessi Bulaon	27.9	\$570.00	\$15,903.00
Sydney I. Baines	23.3	\$450.00	\$10,485.00
Liane Katzenstein Ly	4.9	\$800.00	\$3,920.00
KINGSLEY TOTAL ATTORNEYS' FEES	72.50		\$50,622.00¹

133. 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 Plaintiffs and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Plaintiffs;
- h. regular meetings and or communicating with Co-Counsel;
- i. drafting pleadings (Complaints, Motion for Representative Action Approval, various documents related to Motion for Representative Action Approval, etc.);
- j. researching private right of action and various impact on class actions;
- k. interviewing and obtaining declarations from Plaintiffs;
- l. preparing for and attending mediation;
- m. discussing issues related to damage model calculations;
- n. preparing and analyzing damage models;
- o. negotiating the terms of the settlement;
- p. reviewing and making changes to the Agreement;
- q. drafting and editing all documents for Preliminary and Final Approval;

¹ The Total Attorneys' Fees does includes PAGA Counsel anticipated 10 hours of future time for both Eric B. Kingsley and Sydney I. Baines to handle the final approval hearing and to oversee the administration process.

- 1 r. monitoring Notice and settlement administration procedures;
2 s. coordinating and overseeing all aspects of the administration of the Agreement
3 (review documentation, approve form and content, etc.); and multiple
4 communications with defense counsel.

5 134. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.38.

6 135. I believe the request for attorneys' fees in the amount of \$69,972.00 is fair and
7 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the
8 exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and
9 experience led to an outstanding settlement.

10 **FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER**

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

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

19 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
20 **COSTS**

21 138. In addition to their request for fees, PAGA Counsel further request reimbursement
22 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
23 litigation, in the amount of \$18,125.81.

24 139. To date, PAGA Counsel has incurred \$17,925.81 in costs.

25 140. PAGA Counsel anticipates incurring an additional \$200.00 in costs to file and serve
26 this motion, but the Settlement provides for a reimbursement of litigation costs of up to \$21,000.00.

27 141. As such, counsel is requesting a cost reimbursement of \$18,125.81.

28 142. All of the requested costs are reasonable in amount and were necessarily incurred by

1 PAGA Counsel in prosecuting this litigation. See Exhibit 5 [Cost Report].

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

5 144. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
6 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
7 should approve the request for reimbursement in the amount of \$18,125.81.

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

9 145. The Settlement calls for an enhancement payment of \$5,000.00 each to the named
10 Plaintiffs (\$15,000 total), to be paid from the Gross Settlement Amount.

11 146. The time spent by Plaintiffs includes identifying competent counsel, providing
12 information to PAGA Counsel regarding Plaintiffs' relevant employment experiences, compiling
13 documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories
14 of liability, reviewing settlement documents, and making themselves available for a full day of
15 mediation.

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

17 148. The enhancement takes into consideration the time, effort, risks, and expense
18 incurred by Plaintiffs in coming forward to litigate this matter on behalf of the PAGA Employees.

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

20 **AGENCY**

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

26 **EXHIBITS**

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

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

152. 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*.

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

154. 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.

155. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 149 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 1st day of July, 2026, in Encino, California.

Eric B. Kingsley

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs MANDY C. MENA; ANTONIO PEREZ; RAUL E. ZAMORA (“**Plaintiffs**”) and Defendant ABODE COMMUNITIES (“**ABODE**”). The Agreement refers to Plaintiffs and Abode collectively as “**Parties**,” or individually as “**Party**.”

1. DEFINITIONS.

- 1.1. “**Action**” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against ABODE captioned *MANDY C. MENA, an individual, on behalf of the State of California, as a private attorney general, PLAINTIFF, v. ABODE COMMUNITIES; and DOES 1 thru 50, inclusive, DEFENDANTS*, Case No. 22STCV33949, initiated on October 20, 2022, pending in Superior Court of the State of California, County of Los Angeles (“Mena Action”), and *RAUL E. ZAMORA; ANTONIO PEREZ, as individuals, on behalf of the State of California, as their own private attorney generals, PLAINTIFFS, v. ABODE COMMUNITIES; and DOES 1 thru 50, inclusive, DEFENDANTS*, Case No. 23STCV28338, initiated on November 20, 2023, pending in Superior Court of the State of California, County of Los Angeles (“Zamora Action”).
- 1.2. “**Administrator**” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “**ABODE**” means named Defendant ABODE COMMUNITIES.
- 1.5. “**Approval Order**” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.6. “**Court**” means the Superior Court of California, County of Los Angeles.
- 1.7. “**Defense Counsel**” means Colin Calvert, Esq. and Kyle S. Chelwick, Esq., of Fisher & Phillips LLP, the attorneys representing ABODE in the Action.
- 1.8. “**Effective Date**” means the later of (i) the 61st day after service of notice of entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.

- 1.9. **“Enhancement Payment”** means the payment to the Plaintiffs for initiating the Action and providing services in support of the Action.
- 1.10. **“Gross Settlement Amount”** means \$210,000.00 which is the total amount ABODE agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. **“Individual PAGA Payment”** means the PAGA Employee’s *pro rata* share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.12. **“Judgment”** means the judgment entered by the Court based upon approval of the Settlement.
- 1.13. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. **“LWDA PAGA Payment”** means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, which will be allocated to PAGA Penalties.
- 1.16. **“Notice of PAGA Settlement”** means the notice to be provided to the PAGA Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.17. **“PAGA Counsel”** means Eric B. Kingsley, Esq., Kelsey M. Szamet, Esq., and Jessi Bulaon, Esq. of Kingsley Szamet Employment Lawyers and Emil Davtyan, Esq. of D.Law, Inc., the attorneys representing the Plaintiffs and the PAGA Employees in the Action.
- 1.18. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. **“PAGA Employees”** means all non-exempt employees who worked at ABODE at any time during the PAGA Period.

- 1.20. **“PAGA Employee Data”** means PAGA Employee identifying information in ABODE’s possession including the PAGA Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.21. **“PAGA Employee Address Search”** means the Administrator’s investigation and search for current PAGA Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Employees.
- 1.22. **“PAGA Pay Period”** means any pay period during which a PAGA Employee worked for ABODE for at least one day during the PAGA Period.
- 1.23. **“PAGA Period”** means the period from August 16, 2021 to August 25, 2025.
- 1.24. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.25. **“PAGA Notice”** means Plaintiffs’ August 15, 2022 and September 13, 2023 letters to ABODE and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.26. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.27. **“Plaintiffs”** means Mandy C. Mena; Antonio Perez; Raul E. Zamora, the named Plaintiffs in the Action.
- 1.28. **“Released PAGA Claims”** means all PAGA claims that were or could have been alleged against ABODE based upon the facts and circumstances identified in Plaintiffs’ PAGA Notice on August 15, 2022 and September 13, 2023, and in the Complaints filed in the Action on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 et seq. for alleged failure to pay all wages, including overtime and wages; failure to provide meal periods and rest breaks; failure to provide accurate wage statements; unpaid business expenses (including, but not limited to, use of personal cell phones, tools, and personal vehicles); and failure to timely pay wages upon termination, pursuant to the corresponding alleged violations of California Labor Code sections 201-203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and the applicable IWC Wage Orders.
- 1.29. **“Released Parties”** means ABODE and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, holding companies, and any individual or entity which could be jointly liable with ABODE.

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

2. RECITALS.

- 2.1. On October 20, 2022, Plaintiff Mandy C. Mena filed a Representative Action Complaint alleging a single cause of action for penalties pursuant to Labor Code section 2699 et seq., for penalties pursuant to Labor Code § 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 (“the *Mena* Action”). On August 15, 2022, Plaintiffs sent a notice letter, pursuant to Labor Code section 2699 (“PAGA”), to the Labor Workforce Development Agency (“LWDA”) regarding her intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699, et seq. However, in light of an existing arbitration agreement, Defendant filed a Motion to Compel Individual Arbitration and Stay or Dismiss Proceedings on December 13, 2022. On February 1, 2023, Plaintiff Mena filed an Opposition to Defendant’s Motion to Compel Arbitration. On February 15, 2024, the Court granted Defendant’s motion, staying the non-individual PAGA Representative Claim in its entirety pending the completion of the arbitration. On March 22, 2024, Mandy C. Mena initiated a Demand for Arbitration under ADR Services, Inc.
- 2.2. On November 20, 2023, Plaintiffs Raul E. Zamora and Antonio Perez filed a Representative Action Complaint alleging a single cause of action for penalties pursuant to Labor Code section 2699 et seq., for penalties pursuant to Labor Code § 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 (“the *Zamora* Action”). On September 13, 2023, Plaintiffs sent a notice letter, pursuant to PAGA, to the Labor Workforce Development Agency (“LWDA”) regarding their intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699, et seq. However, in light of existing arbitration agreements, Defendant filed a Motion to Compel Arbitration and Stay Proceedings on February 6, 2024. On July 12, 2024, Plaintiffs filed an Opposition to Defendant’s Motion to Compel Arbitration. On July 25, 2024, the Court granted Defendant’s motion, staying their non-individual PAGA Representative Claim in its entirety pending the completion of arbitration. On August 13, 2024, Plaintiffs separately initiated a Demand for Arbitration under ADR Services, Inc.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to ABODE and the LWDA by sending the PAGA Notice.
- 2.4. On June 25, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, an experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action. Prior to mediation, Plaintiffs obtained, through informal discovery, sample time and pay data for the PAGA Employees.
- 2.5. Pursuant to this Settlement Agreement, Defendant will or has filed a Notice of Related Cases, relating the *Mena* and *Zamora* actions. Once the Court deems the cases related, the Parties will file a Stipulation to Consolidate the Actions and Plaintiff will file a Consolidated First Amended Representative Complaint, named Plaintiff Mandy C. Mena,

Raul E. Zamora, and Antonio Perez as named Plaintiffs within fourteen (14) days of the Court's Order.

- 2.6. The Consolidated First Amended Complaint filed by Plaintiffs Mandy C. Mena, Raul E. Zamora, and Antonio Perez, respectively will become the operative complaint in the Action (the “**Operative Complaint**”). ABODE denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, ABODE promises to pay \$210,000.00 and no more as the Gross Settlement Amount. ABODE has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ABODE.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1. To the Plaintiffs: An Enhancement to the Plaintiffs of not more than \$5,000.00 *each* (\$15,000.00 total) (in addition to any Individual PAGA Payment the Plaintiffs are each entitled to receive as a PAGA Employee). ABODE will not oppose Plaintiffs' request for an Enhancement Payment that does not exceed this amount. To the extent the Enhancement Payment is less or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Enhancement Payment. In addition, the Plaintiffs shall enter into a separate Individual Settlement and Release Agreement to settle their individual claims.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount (approximately 33.33%), which is currently estimated to be \$69,972.00 and PAGA Counsel Litigation Expenses Payment of not more than \$21,000.00. ABODE will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA

Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds ABODE and the Released Parties harmless, and indemnifies ABODE and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,750.00 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 \$4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$112,278.00 to be paid from the Gross Settlement Amount, with 75% (\$84,208.50) allocated to the LWDA PAGA Payment and 25% (\$28,069.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties (\$28,069.50) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Employee Pay Periods. Based on a review of its records and in preparation for mediation, as of the date of mediation, June 25, 2025, ABODE estimates there are 253 PAGA Employees. The Settlement is based on the assumption that there were 10,789 PAGA Pay Periods in the period from August 16, 2021 through to the date of mediation.

4.2. PAGA Employee Data. Within fifteen (15) days of the execution of this Agreement, ABODE will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employees' privacy rights, the

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

- 4.3. Funding of Gross Settlement Amount. ABODE shall fully fund the Gross Settlement Amount as follows: the first payment of \$10,000 will be paid within 30 days of the Effective Date or on January 15, 2026, whichever is later; and the second and final payment of \$200,000 will be paid on December 18, 2026.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after ABODE funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Enhancement Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the “**Void Date**”). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a PAGA Employee Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the Void Date.
 - 4.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented

by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee.

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

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

- 5.1 Plaintiffs' Release. Plaintiffs and their respective former, present, and future spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, executors, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences (known or unknown) which they have, had or might otherwise have had against the Released Parties from the beginning of time to the date Plaintiffs sign this Agreement, regarding any aspect of Plaintiffs' employment, including, but not limited to: the Released PAGA Claims, any common law or statutory torts (including invasion of privacy), any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips, or any other compensation or benefit ("**Plaintiffs' Release**"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after Plaintiffs sign this Agreement. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
- 5.2 Release by PAGA Employees and the State of California: All PAGA Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ABODE and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any PAGA Employee.
- 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, or otherwise incurred to prosecute the Action.

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

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft motion for approval of the PAGA Settlement, which PAGA Counsel will submit to ABODE for review and comment at least fifteen (15) days prior to filing with the Court; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a), PAGA Notice), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel's firm shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. **PAGA EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** The Settlement is based on the assumption that there were 10,789 PAGA Pay Periods in the period from August 16, 2021 through to June 25, 2025. If the number of PAGA Pay Periods increases by more than 7.5% as of August 25, 2025 (“**PAGA End Date**”), ABODE will at its option, either (1) increase the Gross Settlement Amount proportionally by the pay period in excess of 11,598 pay periods; or (2) cap the PAGA release period as of the date that the 7.5% of the pay periods is exceeded. Prior to Plaintiffs’ Motion for Approval, the Administrator will determine whether the escalator clause has been triggered such that by the time the Court reviews the Settlement, and if the escalator clause is indeed triggered, the Parties are prepared to inform the Court of which option Abode elects.

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

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ABODE that any of the allegations in the Operative Complaint have merit or that ABODE or any of the other Released Parties has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that ABODE's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, ABODE reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest ABODE's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Effective Date Of ABODE's Obligations Under This Agreement. ABODE's obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (a) the Court should for any reason fail to enter the Approval Order; or (2) the Court's Approval Order is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.
- 10.4 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.
- 10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.6 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and ABODE, respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement excluding any amendments to this Agreement.

- 10.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Kevin Barnes, and/or the Court for resolution.
- 10.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.9 No Tax Advice. Neither Plaintiffs, PAGA Counsel, ABODE, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of

information shall survive the execution of this Agreement. In addition, other than information necessary to secure Court approval of this settlement, Plaintiffs and PAGA Counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any web site of PAGA Counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of ABODE. The Parties intend this Paragraph 10.15 to prohibit Plaintiffs and PAGA Counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiffs and PAGA Counsel (1) may tell the public in general only that certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any aspect of this Agreement with PAGA Employees. Nothing herein shall prevent PAGA Counsel from referring to the Action in any declaration before the courts relating to the adequacy or in future applications by PAGA Counsel for approval of attorneys’ fees.

- 10.16 Use and Return of PAGA Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ABODE in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of PAGA Employee Data received from ABODE unless, prior to the Administrator’s payment of all Settlement Funds, ABODE makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Employee Data.
- 10.17 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.18 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs:

Kingsley Szamet Employment Lawyers
Eric B. Kingsley
eric@kingsleylawyers.com
Kelsey M. Szamet
kelsey@kingsleylawyers.com
Jessi Bulaon
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

D.Law, Inc.
Emil Davtyan
emil@d.law
400 N. Brand Blvd., 7th Floor
Glendale, CA 91203

To ABODE:

Fisher & Phillips LLP
Colin Calvert
ccalvert@fisherphillips.com
Kyle S. Murer
kmurer@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, CA 92614

- 10.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.21 Governing Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.

10.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiffs

Dated: 06/24/2026



Mandy C. Mena

Dated: _____

Antonio Perez

Dated: _____

Raul E. Zamora

Defendant

Dated: _____

ABODE COMMUNITIES

Dated: _____

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley
Kelsey M. Szamet
Jessi Bulaon
Attorneys for Plaintiffs Mandy C. Mena; Antonio
Perez; Raul E. Zamora and all aggrieved employees

Dated: _____

FISHER & PHILLIPS LLP

By: _____

Colin Calvert
Kyley S. Chelwick
Attorneys for ABODE COMMUNITIES

10.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiffs

Dated: _____

Mandy C. Mena

Dated: _____

Antonio Perez

Dated: 05/24/2026



Raul E. Zamora

Defendant

Dated: Jun 26, 2026



ABODE COMMUNITIES

Dated: 05/26/2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____


Eric B. Kingsley
Kelsey M. Szamet
Jessi Bulaon
Attorneys for Plaintiffs Mandy C. Mena; Antonio
Perez; Raul E. Zamora and all aggrieved employees

Dated: _____

FISHER & PHILLIPS LLP

By: _____

Colin Calvert
Kyley S. Chelwick
Attorneys for ABODE COMMUNITIES

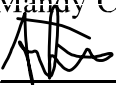
10.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiffs

Dated: _____

Mandy C. Mena

Dated: 05/31/2026



Antonio Perez

Dated: _____

Raul E. Zamora

Defendant

Dated: _____

ABODE COMMUNITIES

Dated: _____

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley

Kelsey M. Szamet

Jessi Bulaon

Attorneys for Plaintiffs Mandy C. Mena; Antonio
Perez; Raul E. Zamora and all aggrieved employees

Dated: 6/29/2026

FISHER & PHILLIPS LLP

By: _____


Colin Calvert

Kyley S. Chelwick

Attorneys for ABODE COMMUNITIES

EXHIBIT “A”

[Mailing Date]

NOTICE OF SETTLEMENT

Re. MANDY C. MEN v. ABODE COMMUNITIES, Los Angeles County Case No. 22STCV33949; *ANTONIO PEREZ; RAUL E. ZAMORA v. ABODE COMMUNITIES*, Los Angeles County Case No. 23STCV28338

<<ADMIN>>

<<ADMIN.ADDRESS>>

<<ADMIN.TELEPHONE>>

Dear ABODE COMMUNITIES Employee:

A settlement was reached between Plaintiffs *Mandy C. Mena; Antonio Perez; Raul E. Zamora* (“**Plaintiffs**”) and Defendant *ABODE COMMUNITIES* (“**Defendant**” or “**ABODE**”). Plaintiffs filed a civil Complaint against ABODE on October 20, 2022 and November 20, 2023. The claim alleged by Plaintiffs in this lawsuit was for penalties under the Private Attorneys General Act of 2004 (“**PAGA**”) for ABODE’s alleged failure to pay all wages, including overtime and wages; failure to provide meal periods and rest breaks; failure to provide accurate wage statements; unpaid business expenses (including, but not limited to, use of personal cell phones, tools, and personal vehicles); and failure to timely pay wages upon termination (the “**PAGA Action**”). ABODE denies the allegations made by the Plaintiffs.

On XX, the Parties filed a motion with the Court asking the Court to approve a settlement in the amount of \$210,000.00. The Court issued an Order approving the settlement on XX. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

The Gross Settlement Amount is \$210,000.00. From that amount, the Court has approved attorney’s fees and costs and administrative expenses. After these deductions, \$<<PAGA.GROSS.PENALTIES>> is allocated as PAGA penalties. The law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$<<75.PERCENT.LWDA>> (75% of the penalties) and the eligible employees will each receive a *pro rata* share of the remaining \$<<25.PERCENT.PAGAEMPLOYEES>> (25% of the penalties). Each eligible employee shall receive his/her *pro rata* share of the remaining amount based on the number of PAGA Periods where an employee performed work for ABODE at least one day during August 16, 2021 to August 25, 2025 (“**PAGA Period**”).

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

As part of this Settlement, you and the other PAGA Employees shall, for the period of August 16, 2021 to August 25, 2025, fully release and forever discharge ABODE and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, holding companies, and any individual or entity which could be jointly liable with ABODE (the foregoing are collectively referred to hereafter as the “**Released Parties**”) from any

and all PAGA claims that were or could have been alleged against ABODE based upon the facts and circumstances identified in Plaintiffs' PAGA Notice on August 15, 2022 and September 13, 2023 and in the Complaints, filed in the PAGA Action on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 et seq. for alleged failure to pay all wages, including overtime and wages; failure to provide meal periods and rest breaks; failure to provide accurate wage statements; unpaid business expenses (including, but not limited to, use of personal cell phones, tools, and personal vehicles); and failure to timely pay wages upon termination, pursuant to the corresponding alleged violations of California Labor Code sections 201-203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and the applicable IWC Wage Orders (the "**Released PAGA Claims**").

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

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

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

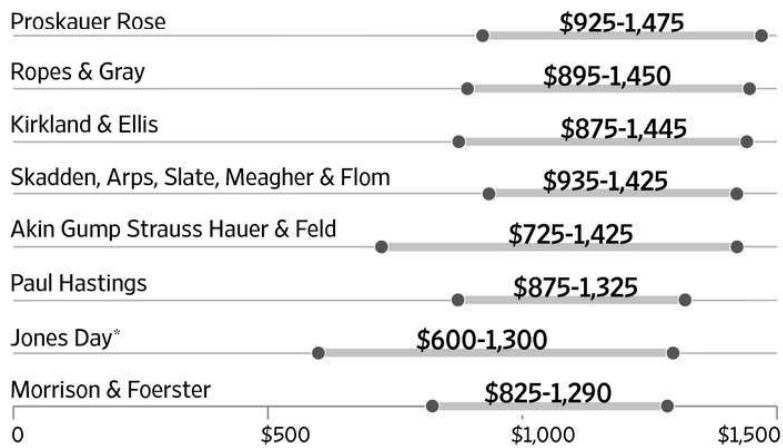
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

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[Case Law](#)
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[Contact us](#)
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			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)

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

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

EXHIBIT "5"

Abode Communities adv. Mena, Mandy C.

Mandy C Mena • •

Historic Cost

				\$16,486.96
Photocopying Cost				\$0.210+
Created: 6/10/2026 at 1:37 PM				
Trialworks TaskCode copies	Date Incurred 6/10/2026	Payee Paper Cut	Notes copy of no contact ltr to mail serve Mena copy of no contact ltr to mail serve Mena	
Postage Cost				\$10.44
Created: 6/10/2026 at 1:37 PM				
Trialworks TaskCode Postage Cost	Date Incurred 6/10/2026		Notes no contact ltr to Mena via USPS cert mailing no contact ltr to Mena via USPS cert mailing	
Postage Cost				\$5.80
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Filing Fee				\$54.54
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Date Incurred 2/6/2026	Description OLINV#08021329-Abode Mena paid 2.6.2026			
Filing Fee				\$67.28
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Date Incurred 2/6/2026	Description OLINV#08021012-Abode paid 2.6.2026			
Reimbursement				-\$623.49
Created: 2/2/2026 at 11:21 AM				
Trialworks TaskCode Reimbursement	Payee K&K	Notes KS fees and costs on individual settlement KS fees and costs on individual settlement	Docs K&K Fees on Abode 1.16.26.png ▾ KS Fees on Abode 1.16.26.png ▾ K&K Costs on Abode 1.16.26.png ▾	
Date Incurred 1/16/2026				
Filing Fee				\$67.28
Created: 12/30/2025 at 4:25 PM				
Trialworks TaskCode Filing Fees	Payee One Legal	Notes Joint Status Report courtesy copy and convenience fees Joint Status Report courtesy copy and convenience fees	Docs OLINV #07886198 Abode paid 12.30.25.pdf ▾	
Date Incurred 12/30/2025	Description OLINV #07886198 Abode paid 12.30.25			
Filing Fee				\$30.74
Created: 12/30/2025 at 4:13 PM				
Trialworks TaskCode Filing Fees	Payee One Legal	Notes Joint Status Report OL filing fees Joint Status Report OL filing fees	Docs OLINV #07884718 Abode paid 12.30.25.pdf ▾	
Date Incurred 12/30/2025	Description OLINV #07884718 Abode paid 12.30.25			
Postage Cost				\$5.80
Created: 12/26/2025 at 5:15 PM				
Trialworks TaskCode Postage Cost	Date Incurred 12/23/2025	Payee VineSign	Notes PAGA SA to client for review/signature via VineSign PAGA SA to client for review/signature via VineSign	
Filing Fee				\$61.95
Created: 12/22/2025 at 11:13 AM				
Trialworks TaskCode Filing Fees	Payee One Legal	Notes Case Management Statement courtesy copy and convenience fee Case Management Statement courtesy copy and convenience fee	Docs OLINV #07859521 Abode paid 12.19.25.pdf ▾	
Date Incurred 12/19/2025	Description OLINV #07859521 Abode paid 12.19.25			
Filing Fee				\$31.70
Created: 12/22/2025 at 11:22 AM				
Trialworks TaskCode Filing Fees	Payee One Legal	Notes Case Management Statement filing fees Case Management Statement filing fees	Docs OLINV #07855811 Abode paid 12.18.25.pdf ▾	
Date Incurred 12/18/2025	Description OLINV #07855811 Abode paid 12.18.25			

7/2/26, 9:40 AMAbode Communities adv. Mena, Mandy C. Filevine			
Filing Fee\$61.95			
Created: 11/13/2025 at 9:47 AM			
Trialworks TaskCode Filing fees Date Incurred 11/13/2025	Payee One Legal Description OLINV#07731724-Abode paid 11.13.2025	Notes Joint Report Joint Report	Docs  OLINV#07731724-Abode paid 11.13.2025.pdf ▼
Filing Fee\$30.67			
Created: 11/13/2025 at 9:51 AM			
Trialworks TaskCode Filing fees Date Incurred 11/12/2025	Payee One Legal Description OLINV#07726571-Abode paid 11.12.2025	Notes Joint Report Filing Fees Joint Report Filing Fees	Docs  OLINV#07726571-Abode paid 11.12.2025.pdf ▼
Filing Fee\$30.66			
Created: 8/15/2025 at 2:26 PM			
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Created: 8/8/2025 at 5:12 PM			
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Photocopying Cost\$0.30			
Created: 7/11/2025 at 12:33 PM			
Trialworks TaskCode Copies	Date Incurred 7/11/2025	Payee PaperCut	Description Ntc of Posting Jury Fees
Expert Fee\$6,710.00			
Created: 7/2/2025 at 11:00 AM			
Trialworks TaskCode Expert Fee Date Incurred 7/1/2025	Payee Berger Consulting Description BCINV #15500 Abode paid 7.1.25	Notes expert forensic analysis expert forensic analysis	Docs  BCINV #15500 Abode paid 7.1.25.pdf ▼
Created: 1/17/2025 at 2:26 PM\$0.00			
Trialworks TaskCode costs	Date Incurred 12/31/2024	Description NEGATIVE CREDIT RECONCILE - WRITE OFF 2024	Notes 2107.92 2107.92
Filing Fee\$61.95			
Created: 1/14/2025 at 2:47 PM			
Trialworks TaskCode costs Date Incurred 12/31/2024	Payee One Legal Description OLINV#06675849 Abode 12.31.24	Docs  OLINV#06675849 Abode 12.31.24.pdf ▼	
Filing Fee\$30.67			
Created: 1/9/2025 at 3:43 PM			
Trialworks TaskCode costs Date Incurred 12/30/2024	Payee One Legal Description OLINV#06670947 Abode 12.30.24	Docs  OLINV#06670947 Abode 12.30.24.pdf ▼	
Postage Cost\$5.80			
Created: 1/8/2025 at 4:42 PM			

Abode Communities adv. Mena, Mandy C. Filevine			
Trialworks TaskCode Postage Cost	Date Incurred 12/13/2024	Payee VineSign	Notes Notice of Mediation to client for review/signature via VineSign Notice of Mediation to client for review/signature via VineSign
Mediation Cost			\$7,500.00
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Filing Fee			\$28.60
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Filing Fee			\$51.63
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Postage Cost			\$5.80
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Trialworks TaskCode Postage Cost	Date Incurred 6/7/2024	Payee DocuSign	Notes Notice of FSC and Arb Hearing ackn to client via DocuSign for signature/review Notice of FSC and Arb Hearing ackn to client via DocuSign for signature/review
Research Cost			\$139.03
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Trialworks TaskCode costs	Date Incurred 4/26/2024	Payee Thomson Reuters	Description billing period 1.1.24-1.31.24
Filing Fee			\$19.71
Created: 4/17/2024 at 3:45 PM			
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05897593 Abode 4.9.24.pdf	Description OLINV#05897593 Abode 4.9.24
Filing Fee			\$51.48
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Court Cost			\$1.00
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Trialworks TaskCode costs	Date Incurred 4/6/2024	Payee One Legal	Description eServe Charge 22620984-R1 22STCV33949 Bill Code: Abode 7 recipients 04/06/2024
Postage Cost			\$11.19
Created: 3/22/2024 at 11:47 AM			
Trialworks TaskCode Postage Cost	Date Incurred 3/22/2024	Description Demand for Arbitration	
Photocopying Cost			\$4.00
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Filing Fee			\$51.48
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Trialworks TaskCode costs	Date Incurred 2/27/2024	Payee One Legal	Description eServe Charge 22324876-R1 22STCV33949 Bill Code: Abode 7 recipients 02/27/2024

7/2/26, 9:40 AMAbode Communities adv. Mena, Mandy C. Filevine			
Court Cost			\$1.00
Created: 6/20/2024 at 1:47 PM			
Trialworks TaskCode costs	Date Incurred 2/27/2024	Payee One Legal	Description eServe Charge 22324876-R1 22STCV33949 Bill Code: Abode 7 recipients 02/27/2024
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Filing Fee			\$51.48
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Court Cost			\$1.00
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Court Cost			\$1.00
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Trialworks TaskCode costs	Date Incurred 2/1/2024	Payee One Legal	Description eServe Charge 22142934-R1 22STCV33949 Bill Code: Abode (Mena) 8 recipients 02/01/2024
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Filing Fee			\$24.86
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Filing Fee			\$51.48
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Docs  OLINV#05374987 Abode 10.4.23.pdf				
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Date Incurred 9/26/2023	Description VCourt			
Court Cost Created: 10/19/2023 at 10:40 AM				\$15.00
Trialworks TaskCode costs	Payee VCourt	Notes HD: 9/27/23 HD: 9/27/23		
Date Incurred 9/20/2023	Description VCourt			
Court Cost Created: 9/27/2023 at 4:38 PM				\$15.00
Trialworks TaskCode costs	Payee VCourt	Notes HD: 9/27/23 (originally set up for EBK - tried to cancel day prior, however court would not allow cancelation due to last minute attempt) HD: 9/27/23 (originally set up for EBK - tried to cancel day prior, however court would not allow cancelation due to last minute attempt)		
Date Incurred 9/15/2023	Description VCourt			
Filing Fee Created: 9/7/2023 at 11:38 AM				\$24.86
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Date Incurred 4/7/2023	Description OLINV#04892273 Abode 4.7.23			
Research Cost Created: 4/3/2023 at 4:19 PM				\$294.77
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Filing Fee Created: 3/14/2023 at 4:08 PM				\$21.77
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Date Incurred 3/9/2023	Description OLINV#04814838 Abode 3.9.23			

Abode Communities adv. Mena, Mandy C. | Filevine

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Postage Cost				\$0.81
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Date Incurred 11/3/2022		Description OCINV#293967 Abode paid 11.3.22		

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Date Incurred 10/25/2022		Description OLINV#04477522 Abode 10.25.22		

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Created: 8/15/2022 at 3:04 PM			
Trialworks TaskCode Copies	Date Incurred 8/15/2022	Payee Paper Cut	Notes PAGA Letter to Def PAGA Letter to Def
Postage Cost			
Created: 8/15/2022 at 3:04 PM			

Abode Communities adv. Zamora, E. Raul

Raul E Zamora • •

Historic Cost

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Filing Fee				\$67.210+
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Filing Fee				\$32.81
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Reimbursement				-\$1,900.00
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Filing Fee				\$67.28
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Created: 3/13/2026 at 10:20 AM				
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Created: 3/11/2026 at 9:05 AM				
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Created: 3/6/2026 at 9:28 AM				

Trialworks TaskCode Filing Fees Date Incurred 3/5/2026	Payee One legal Description OLINV#08116399-AbodeZ paid 3.5.2026	Notes ntc filing fees ntc filing fees	Docs  OLINV#08116399-AbodeZ paid 3.5.2026.pdf ▼
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Filing Fee Created: 2/18/2026 at 10:23 AM				\$24.53
Trialworks TaskCode Filing Fees Date Incurred 2/18/2026	Payee One legal Description OLINV#08051818-Abode paid 2.18.2026	Notes Amended Complaint filing fees Amended Complaint filing fees	Docs  OLINV#08051818-Abode paid 2.18.2026.pdf ▼	

Filing Fee Created: 2/13/2026 at 10:24 AM				\$67.28
Trialworks TaskCode Filing Fees Date Incurred 2/12/2026	Payee OneLegal Description OLINV#08039443-AbodeZamura paid 2.12.2026	Notes Amended Complaint courtesy filing fees Amended Complaint courtesy filing fees	Docs  OLINV#08039443-AbodeZamura paid 2.12.2026.pdf ▼	

Filing Fee Created: 2/12/2026 at 5:01 PM				\$67.28
Trialworks TaskCode Filing Fees Date Incurred 2/6/2026	Payee OneLegal Description OLINV#08020682-Abode paid 2.6.2026	Notes Joint Status Conference Report filing fees Joint Status Conference Report filing fees	Docs  OLINV#08020682-Abode paid 2.6.2026.pdf ▼	

Filing Fee Created: 2/12/2026 at 4:29 PM				\$33.84
Trialworks TaskCode Filing Fees Date Incurred 2/6/2026	Payee OneLegal Description OLINV#08019064-Abode paid 2.6.2026	Notes Joint Status Conference Report filing fees Joint Status Conference Report filing fees	Docs  OLINV#08019064-Abode paid 2.6.2026.pdf ▼	

Reimbursement Created: 2/2/2026 at 11:20 AM				-\$623.49
Trialworks TaskCode Reimbursement Date Incurred 1/16/2026	Payee K&K	Notes KS fees and costs on individual settlement KS fees and costs on individual settlement	Docs  K&K Costs on Abode 1.16.26.png ▼  K&K Fees on Abode 1.16.26.png ▼  KS Fees on Abode 1.16.26.png ▼	

Postage Cost Created: 12/26/2025 at 5:14 PM				\$5.80
Trialworks TaskCode Postage Cost	Date Incurred 12/23/2025	Payee VineSign	Notes PAGA SA to client for review/signature via VineSign PAGA SA to client for review/signature via VineSign	

Investigator Fee Created: 8/20/2025 at 11:15 AM				\$195.00
Trialworks TaskCode Investigator Fees Date Incurred 6/30/2025	Payee Doug Baldwin & Associates Description DBINV#25349A - Abode (Zamora) paid 8.18.25	Docs  DBINV#25349A - Abode (Zamora) paid 8.18.25.pdf ▼		

Postage Cost Created: 6/16/2025 at 11:08 AM				\$9.64
Trialworks TaskCode Postage Cost	Date Incurred 6/16/2025	Payee Pitney Bowes	Notes No contact letter via certified mail No contact letter via certified mail	

Photocopying Cost Created: 6/16/2025 at 11:08 AM				\$0.30
Trialworks TaskCode Copies	Date Incurred 6/16/2025	Notes No contact ltr - 3 pages No contact ltr - 3 pages		

Filing Fee Created: 6/11/2025 at 4:28 PM				\$30.67
Trialworks TaskCode Filing Fee Date Incurred 6/11/2025	Payee One Legal Description OLINV #07202239 Abode (Zamora) paid 6.11.25	Notes Statement filing fees Statement filing fees	Docs  OLINV #07202239 Abode (Zamora) paid 6.11.25.pdf ▼	

Filing Fee

\$61.95

Created: 6/10/2025 at 11:52 AM

Trialworks TaskCode Filing Fee	Payee One Legal	Notes Statement of Case filing fees Statement of Case filing fees	Docs  OLINV #07198503 Abode(Zamora) paid 6.10.25.pdf ▾
Date Incurred 6/10/2025	Description OLINV #07198503 Abode(Zamora) paid 6.10.25		

10+

Filing Fee

\$30.67

Created: 3/5/2025 at 1:11 PM

Trialworks TaskCode filing fee	Payee One Legal	Notes Notice filing fees Notice filing fees	Docs  OLINV#06868496 Abode Zamora 3.5.25.pdf ▾
Date Incurred 3/5/2025	Description OLINV#06868496 Abode Zamora 3.5.25		

Filing Fee

\$61.95

Created: 2/28/2025 at 1:22 PM

Trialworks TaskCode filing fee	Payee One Legal	Notes Notice courtesy copy fees Notice courtesy copy fees	Docs  OLINV#06853856 Abode Zamora 2.28.25.pdf ▾
Date Incurred 2/28/2025	Description OLINV#06853856 Abode Zamora 2.28.25		

Arbitration Cost

\$463.05

Created: 10/2/2024 at 11:57 AM

Trialworks TaskCode costs	Payee ADR	Notes \$450 credit card fee: \$13.05 total: \$463.05 \$450 credit card fee: \$13.05 total: \$463.05	Docs  ADR INV#24-5272-RJM-01 Abode adv. Zamora paid 10.2.24.pdf ▾
Date Incurred 10/2/2024	Description ADR INV#24-5272-RJM-01 Abode adv. Zamora paid 10.2.24		

Postage Cost

\$12.10

Created: 8/13/2024 at 11:09 AM

Trialworks TaskCode Postage Cost	Date Incurred 8/13/2024	Notes Claimant's demand for arb to Respondent via cert mailing Claimant's demand for arb to Respondent via cert mailing	
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\$3.60

Created: 8/13/2024 at 11:09 AM

Trialworks TaskCode copies	Date Incurred 8/13/2024	Payee Paper Cut	Notes Copies of Claimant's demand for arb to mail to Respondent via cert mailing Copies of Claimant's demand for arb to mail to Respondent via cert mailing
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Postage Cost

\$1,210.00

Created: 8/13/2024 at 11:09 AM

Trialworks TaskCode Postage Cost	Date Incurred 8/13/2024	Notes Claimant's demand for arb to Def via cert mailing Claimant's demand for arb to Def via cert mailing	
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Research Cost

\$133.34

Created: 10/9/2024 at 9:13 AM

Trialworks TaskCode costs	Date Incurred 7/31/2024	Payee Thomson Reuters	Description billing period of 7/1/24-7/31/24
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Court Cost

\$15.00

Created: 8/2/2024 at 3:45 PM

Trialworks TaskCode costs	Payee VCourt	Notes HD: 7/25/24 HD: 7/25/24	
Date Incurred 7/22/2024	Description VCourt		

Filing Fee

\$61.77

Created: 7/17/2024 at 9:23 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06204464 Abode Zamora 7.16.24.pdf ▾	
Date Incurred 7/16/2024	Description OLINV#06204464 Abode Zamora 7.16.24		

Court Cost

\$28.98

Created: 7/12/2024 at 12:58 PM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06195868 Abode Zamora 7.12.24.pdf ▾	
Date Incurred 7/12/2024	Description OLINV#06195868 Abode Zamora 7.12.24		

Filing Fee

\$51.48

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

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05902032 Abode 4.10.24.pdf ▾	
Date Incurred 4/10/2024	Description OLINV#05902032 Abode 4.10.24		

Filing Fee

\$19.71

Created: 4/18/2024 at 11:03 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05901501 Abode 4.10.24.pdf ▼
Date Incurred 4/10/2024	Description OLINV#05901501 Abode 4.10.24	

10+

Court Cost

\$1.00

Created: 6/27/2024 at 12:10 PM

Trialworks TaskCode costs	Date Incurred 4/9/2024	Payee One Legal	Description eServe Charge 22642946-R1 23STCV28338 Bill Code: Abode (Zamora) 8 recipients 04/09/2024
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Filing Fee

\$51.48

Created: 3/26/2024 at 1:51 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05821351 Abode 3.14.24.pdf ▼
Date Incurred 3/14/2024	Description OLINV#05821351 Abode 3.14.24	

Court Cost

\$15.00

Created: 3/21/2024 at 3:03 PM

Trialworks TaskCode costs	Payee VCourt	Notes HD: 3/19/24 HD: 3/19/24
Date Incurred 3/14/2024	Description VCourt	

Court Cost

\$1.00

Created: 6/20/2024 at 2:34 PM

Trialworks TaskCode costs	Date Incurred 3/4/2024	Payee One Legal	Description eServe Charge 22365083-R1 23STCV28338 Bill Code: Abode (Zamora) 8 recipients 03/04/2024
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Filing Fee

\$19.71

Created: 3/7/2024 at 9:14 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05789421 Abode 3.4.24.pdf ▼
Date Incurred 3/4/2024	Description OLINV#05789421 Abode 3.4.24	

Filing Fee

\$51.48

Created: 2/8/2024 at 1:24 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05598294 Abode 12.22.23.pdf ▼
Date Incurred 12/22/2023	Description OLINV#05598294 Abode 12.22.23	

Filing Fee

\$51.48

Created: 2/8/2024 at 1:23 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05598287 Abode 12.22.23.pdf ▼
Date Incurred 12/22/2023	Description OLINV#05598287 Abode 12.22.23	

Filing Fee

\$25.89

Created: 2/8/2024 at 12:30 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05597034 Abode 12.22.23.pdf ▼
Date Incurred 12/22/2023	Description OLINV#05597034 Abode 12.22.23	

Filing Fee

\$24.86

Created: 2/8/2024 at 12:28 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05595365 Abode 12.22.23.pdf ▼
Date Incurred 12/22/2023	Description OLINV#05595365 Abode 12.22.23	

Filing Fee

\$465.49

Created: 12/21/2023 at 3:50 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05508584 AC 11.20.23.pdf ▼
Date Incurred 11/20/2023	Description OLINV#05508584 AC 11.20.23	

\$0.60

Created: 9/13/2023 at 10:16 AM

Trialworks TaskCode Copies Date Incurred 9/13/2023 Payee Paper Cut Notes Copies of PAGA letter for mailing Copies of PAGA letter for mailing			
Postage Cost Created: 9/13/2023 at 10:15 AM			
Trialworks TaskCode Postage Cost Date Incurred 9/13/2023 Notes PAGA Letter for mailing to Def (cert mailing) and Co Counsel (regular mailing) PAGA Letter for mailing to Def (cert mailing) and Co Counsel (regular mailing)			
Filing Fee Created: 9/13/2023 at 9:56 AM			
Trialworks TaskCode filing fee Payee LWDA Description State of California - Department of Industrial Relations Customer Receipt - Purchase Confirmation -Abode adv. Raul Zamora Docs  State of California - Department of Industrial Relations Customer Recei...			
Date Incurred 9/13/2023			
Created: 8/18/2023 at 1:23 PM			
Trialworks TaskCode Copies Date Incurred 8/18/2023 Payee Paper Cut Notes Copy of Initial records request letter to mail to def Copy of Initial records request letter to mail to def			
Postage Cost Created: 8/18/2023 at 1:22 PM			
Trialworks TaskCode Postage Cost Date Incurred 8/18/2023 Notes Initial records request letter to def via cert mailing Initial records request letter to def via cert mailing			
Postage Cost Created: 9/5/2023 at 7:36 PM			
Trialworks TaskCode Postage Cost Date Incurred 8/17/2023 Payee DocuSign Notes authorization for release of records (Zamora) authorization for release of records (Zamora)			

(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 July 2, 2026, I served all interested parties in this action the following documents described as: **DECLARATION OF ERIC B. KINGSLEY IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

FISHER & PHILLIPS LLP
Kyley Murer
kmurer@fisherphillips.com
Lauren Godshall
lgodshall@fisherphillips.com
Colin Calvert
ccalvert@fisherphillips.com
Mitzi Ortiz
mortiz@fisherphillips.com
Stephanie Crisp
scrisp@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, CA 92614

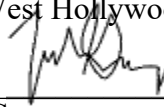
EMIL DAVTYAN, Esq. (SBN-299363)
emil@d.law
D.LAW, INC.
250 N. Madison Ave.
Pasadena, CA 91101

[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 July 2, 2026, at West Hollywood, California.



Taylor Gregg