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Attorneys for Plaintiff and all aggrieved employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ROBERT MARK WATERHOUSE, an
individual, on behalf of the State of
California, as a private attorney general,

PLAINTIFF,

v.

GEMINI MOTOR TRANSPORT; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. STK-CV-UOE-2024-5386

[Case Assigned for All Purposes to Hon.
Esmeralda Zendejas in Dept. 11A]

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

Date:
Time:
Dept.:

Complaint Filed: May 6, 2024
Trial Date: None Set

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I, Kelsey M. Szamet, declare as follows:

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

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

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

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. Defendant does not oppose this motion.

6. On February 8, 2024, Plaintiff submitted a PAGA Claim Notice to the Labor & Workforce Development Agency (“LWDA”), describing Defendant’s conduct in violation of § 432.5, and 2802, and mailed by certified mail to Defendant setting forth the specific facts and theories of the violations alleged against Defendant.

7. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice. Therefore, Plaintiff was entitled to commence a civil action as though the LWDA has chosen not to investigate.

8. On May 6, 2024, Plaintiff filed a representative action complaint against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-5386, entitled ROBERT

1 MARK-WATERHOUSE, an individual, on behalf of the State of California, as a private attorney
2 general, PLAINTIFF, v. GEMINI MOTOR TRANSPORT, L.P.; and DOES 1 thru 50, inclusive,
3 DEFENDANTS (the “Action”), alleging a single cause of action for penalties pursuant to Labor
4 Code §2699, et seq. for violations of Labor Code §§ 432.5 and 2802.

5 9. Plaintiff brings the representative action on behalf of a group of aggrieved employees
6 defined as: “All persons who are employed or have been employed as non-exempt drivers by Gemini
7 Motor Transport, L.P. in the State of California who worked one or more pay periods since one (1)
8 year prior to the date of this letter and continuing to the present.

9 THE DISCOVERY PROCESS

10 10. The Parties have informally produced documents and aggrieved employee data for
11 purposes of mediation. Plaintiff has produced numerous text messages and phone bills,
12 demonstrating the frequency in which he used his cell phone for work-related purposes. Defendant
13 has also produced relevant policies and communications to employees, along with a written
14 declaration indicating that it took actions to cure any alleged violations of Labor Code Sections 432.5
15 and 2802. Defendant’s signed declaration from its HR Business Partner indicated that it cured any
16 Section 432.5 violation no later than June 11, 2024. Defendant also contends that it cured any
17 Section 2802 violations on and after October 1, 2024, when Defendant began reimbursing its
18 employees for business use of their cell phones at a set dollar amount per month.

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

22 12. The Parties negotiated the terms and conditions of the Agreement and now present
23 the agreed-upon Settlement to the Court for Approval.

24 THE SETTLEMENT

25 13. This is a non-reversionary, cash settlement.

26 14. Defendant will pay the total sum of \$100,000.00 in full and final settlement of the
27 PAGA claims alleged.

28 15. Per the Agreement, the amount is allocated as follows:

Gross Settlement Amount:	\$100,000.00
PAGA Counsel Fees Payment:	\$35,000.00
PAGA Counsel Litigation Expenses Payment:	\$8,988.91 ¹
Administrator Expenses Payment:	\$2,950.00
Named Plaintiff Enhancement:	\$5,000.00
PAGA Penalties:	\$48,061.09 <i>(\$36,045.82 to the LWDA; \$12,015.27 to remain in the Net Settlement Amount)</i>

16. Each aggrieved employee shall receive a pro-rata portion of the remaining amount in PAGA penalties based by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,015.27 based on the projected Net Settlement Amount) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

17. For settlement purposes, the Aggrieved Employees are defined as: all drivers employed by Gemini Motor Transport, L.P. in the State of California from February 8, 2023 to April 22, 2025 or the date of entry of an order approving the settlement, whichever comes first. ("Aggrieved Employee").

RISKS AND EVALUATION OF THE SETTLEMENT

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

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

20. Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to

¹ The Agreement provided for counsel to receive cost reimbursement up to \$12,000. (Ex. 1, ¶3.2.1). However, counsel's final costs come to \$8,682.91. Plaintiff anticipates incurring an additional \$306 in future costs associated with filing this motion, appearing at the hearing, etc. and requests costs of \$8,988.91. The difference (delta) will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than the \$12,000 contemplated in the settlement agreement. (Ex. 1, ¶3.2.).

1 “decide not to penalize an employer for a first violation when that violation was due to a clerical
2 error or inadvertent mistake.”

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

8 22. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a
9 potentially persuasive argument that Defendant: (1) the Aggrieved Employees were properly not
10 required to use their cell phones for work purposes and thus, were not required to be reimbursed
11 and/or that any employee who did need to use their cell phones for work could have requested a
12 reimbursement in accordance with Defendant’s lawful policies and practices, and that any alleged
13 failure to compensate the Aggrieved Employees was the result of inadvertence and clerical error;
14 and (2) until this Action was filed, no employees had complained about any alleged failure to pay
15 wages at termination or reimburse expenses; and (3) none of Defendant’s employees suffered any
16 harm from or actual damage as a result of the conduct that forms the basis for Plaintiff’s allegations.
17 All of which, Counsel for Defendant would argue, should mitigate in factor of significantly reducing
18 or waiving any PAGA penalties.

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

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

23 24. Plaintiff alleged that on a regular and consistent basis, Defendant failed to reimburse
24 Plaintiff and the Aggrieved Employees the cost of using their personal cell phones for business
25 related purposes. Plaintiff alleged that these personal cell phones were a necessary part of Plaintiff
26 and the Aggrieved Employees’ job duties because Defendant required that Plaintiff and the aggrieved
27 employees be available by cell phone and answer/use their cell phones while working as a primary
28 method of communication, and this was necessary to perform their job duties. These cell phones

1 were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the Aggrieved
2 Employees for all costs associated with using these personal cell phones for business related
3 purposes.

4 25. Defendant vigorously contested this claim.

5 26. First, Defendant provided a signed declaration from its Human Resources Business
6 Partner that as of October 1, 2024, Defendant began reimbursing its employees a set amount per
7 month for their business use of their personal cell phones. As such, Defendant argued that its liability
8 for this claim is limited to the beginning of the PAGA period to October 1, 2024. Second, Defendant
9 argued that cell phone reimbursements are typically issued once per month, rather than each pay
10 period, and thus the penalty should only apply once per month as opposed to each pay period, further
11 limiting PAGA penalties. Third, while PAGA penalties are generally considered on a per pay period
12 basis, Plaintiff also considered not all Aggrieved Employees used their cell phones for every pay
13 period.

14 27. This, in addition to Defendant's remedial measures, meant that the actual damages
15 and penalties were relatively small.

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

17 28. Here, Plaintiff alleged that he and the Aggrieved Employees were required to sign an
18 agreement as a term of condition of employment that contained terms that were known by Defendant
19 to be prohibited by law. Defendant's Company Property Return/Payback Agreement, which Plaintiff
20 alleged he and the Aggrieved Employees were forced to sign, includes the following terms that were
21 prohibited by the Labor Code:

- 22 a. Withholding of a final settlement of employee's pay until all items
23 (including but not limited to uniforms, name tags, files, records, keys,
electronic equipment, etc.)
- 24 b. Deduction of the cost of replacing non-returned items, as well as
25 outstanding financial obligations owed to the Company, from the
employee's final paycheck.

26 29. Plaintiff contends that the withholding of an employees' wages actually violates
27 Labor Code §§ 201-203 and 2802.
28

1 30. Defendant also vigorously contested this claim. Defendant's signed declaration states
2 that between June 11, 2024 and June 17, 2024, it mailed letters to its California employees informing
3 them that the Company Property Return/Payback Agreement was not applicable to them nor was it
4 enforced against the employees. Defendant also provided a copy of this letter to Plaintiff. It further
5 asserted that it stopped distributing this agreement to California employees after Plaintiff filed the
6 instant Action. As such, Defendant argued again that it had remedied any purported violation, and
7 further asserted that there had not been any actual injury to any Aggrieved Employee since it was
8 not enforced. While Plaintiff does not agree that these arguments are legally correct or persuasive, it
9 nonetheless posed a risk to the ultimate exposure of PAGA penalties for this claim.

10 31. In light of all these significant risks and given that PAGA gives the Court broad
11 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
12 Settlement Amount of \$100,000.00 was fair and reasonable.

13 32. Defendant provided that the total number of PAGA pay periods from February 8,
14 2023 (the beginning of the PAGA period) through to December 16, 2024 was 6,308 weekly pay
15 periods. Plaintiff extrapolated to 60 days after mediation for a total of approximately 7,212 pay
16 periods. However, based on Defendant's arguments and assertions that it has fully remedied the
17 alleged violations, it estimated that there were 4,385 weekly pay periods for the Section 432.5 claim
18 and 5,256 pay periods for the Section 2802 to claim.

19 33. Based on these figures, the maximum potential exposure for the PAGA claims for
20 the Aggrieved Employees is \$721,120 (7,212 pay periods within the PAGA period multiplied by
21 \$100 a pay period, based on Plaintiff's extrapolation. While there is no authority available on this
22 issue, a court could conceivably "stack" per pay period violations and the maximum value could
23 balloon up to \$1,442,361. However, given the lack of caselaw for doing so, Defendant's maximum
24 exposure at trial would actually be \$721,120. From there, a court has further discretion to reduce the
25 amount accordingly.

26 34. Furthermore, in consideration of Defendant's arguments against the alleged
27 violations and its remedial actions, Plaintiff believes that a court could calculate Defendant's
28 maximum exposure to be \$525,600 based on the maximum number of weekly pay periods where an

1 alleged violation actually occurred. As stated above, cell phone reimbursements typically occur on
2 a monthly basis and it's possible that not every Aggrieved Employee used his or her personal cell
3 phone for each and every pay period. Moreover, Defendant would argue that the penalty should only
4 apply to one pay period per month, which would drastically reduce the number of pay periods
5 actually at issue. Based on these risks, Plaintiff believes it was appropriate to discount this claim
6 dramatically for settlement purposes.

7 **ATTORNEY COMPETENCE**

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

- 15 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
16 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
17 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 18 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
19 December 2005, Honorable Rita Miller granted final approval of Settlement in the
20 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 21 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
22 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
23 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 24 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
25 2008, the Honorable Mary Thornton House granted final approval of Settlement
26 in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request
27 of 33 1/3%.
- 28 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 AWI/LT). 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.)

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

4 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter
5 was proposed for final settlement by the Honorable Richard L. Fruin on February
6 19, 2016, in the gross amount of \$5,250,000.

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

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

16 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
17 15-101333). The matter was approved for final settlement before the Hon. Stephen
18 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
19 attorneys' fees request of 33.33%.

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

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

27 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
28 December 19, 2012) (court granted contested class certification and appointed

Kingsley Szamet Employment Lawyers as PAGA Counsel).

- c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers as PAGA Counsel).
- d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley Szamet Employment Lawyers as PAGA Counsel).
- e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.
- f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.
- g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.
- h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

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

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

REQUESTS FOR ATTORNEYS' FEES AND COSTS

39. As detailed fully in the Settlement, the settlement provides for Defendant to create a Gross Settlement Amount of \$100,000.00. From that fund, Plaintiff requests an award of attorneys' fees for PAGA Counsel in the amount of \$35,000.00, or 35% of the Gross Settlement Amount, and \$12,000.00 in reimbursement for litigation costs.

40. In addition to the complexity of this case, PAGA Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency

1 basis. Through the investment of substantial effort and resources, PAGA Counsel has secured an
2 outstanding Settlement of behalf of the Aggrieved Employees. Defendant vigorously contested
3 liability, the amount of claimed damages, and the propriety of class certification. It is this kind of
4 situation, involving complex issues, that has been recognized as justifying a substantial attorney fee
5 award.

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

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

28 43. Additionally, there are cases where PAGA Counsel takes on the extreme risk of

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

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

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

- 18 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
19 pharmaceutical sales representatives are exempt employees affirmed);
- 20 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)
21 (lower court ruling in employer's favor that certain employees can share in
22 mandatory tip pool affirmed);
- 23 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
24 ruling in employer's favor that certain employees can share in mandatory tip pool
25 affirmed);
- 26 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
27 employer's favor approving employer's commission pay plan affirmed) ;
- 28 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153

(2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

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

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

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

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

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

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

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

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

46. 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

1 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
2 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are
3 located in Orange County, Los Angeles County, San Francisco County, and San Diego County.
4 This survey is attached hereto as Exhibit “2”.

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

10 **PAGA COUNSEL’S HOURS AND HOURLY RATES ARE REASONABLE**

11 48. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
12 PAGA Counsel have an aggregate lodestar in the amount of \$28,638.50 which represents 38.6 hours
13 of attorney work on this litigation from its inception through the date of this filing of Plaintiff’s instant
14 Motion, and 10-15 future hours.

15 49. As such, PAGA Counsel is asking for a lodestar multiplier of 1.22.

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

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

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

23 53. To achieve the ultimate result in this case, my firm had to incur substantial risk and
24 expense and were precluded from taking other fee generating employment for 38.6 hours of
25 attorney time.

26 54. This matter had been handled purely on a contingency fee basis and PAGA Counsel
27 has advanced many thousands of dollars in costs while deferring all payment of fees, with no
28 guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting

1 significant firm resources to prosecution of this matter.

2 55. PAGA Counsel believes this is an exceptional result that has been well received by
3 the Aggrieved Employees.

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

6 57. The requested hourly rates in this case range from \$495.00 per hour to \$1,210.00.

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

9 59. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class action
10 lawsuits.

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

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

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

20 63. My office billed for the following three attorneys for work performed on this case: Eric
21 Kingsley, Jessica Bulaon, and me.

22 64. I am a partner at Kingsley Szamet Employment Lawyers. I received my Bachelor of
23 Arts degree, *cum laude*, from the University of California San Diego and received my law degree
24 from UCLA School of Law in 2008, where I was active in the Women's Law Journal and
25 community-based legal clinics. I have been practicing since 2008 and is billed at \$880 per hour.

26 65. Eric B. Kingsley is a partner at Kingsley Szamet Employment Lawyers. Mr. Kingsley
27 is a graduate of the University of California, Santa Barbara, in 1993 with a degree in History. He
28 received his law degree from Loyola Law School of Los Angeles in 1996 and was admitted to

1 practice before the following Courts: United States Supreme Court; United States District Court,
2 Northern, Eastern, Southern and Central of California; all California State Courts. Mr. Kingsley is
3 billed at \$1,210 per hour.

4 66. Jessi Bulaon is an Associate Attorney at Kingsley Szamet Employment Lawyers. Ms.
5 Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she
6 earned her J.D. from Southwestern Law School, where she was a member on the Law Review and
7 the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in
8 Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also
9 clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in
10 December of 2021. She is billed at \$495 per hour.

11 67. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New*
12 *Mark: \$1,500 an Hour* states that "a review of filings over the past three months in about two dozen
13 bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour,
14 with top rates at several large law firms exceeding \$1,400." The article also explains that "despite
15 low inflation and weak demand for legal services, rates at large corporate law firms have risen by
16 3% to 4% a year since the economic downturn." Finally, the article notes that "the average highest
17 rate paid for law-firm partners was \$875 an hour in 2015." This article is attached hereto as Exhibit
18 3.

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

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

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

26 71. Finally, PAGA Counsel's rates are in line with the adjusted Laffey Matrix, which is a
27 fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
28 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr.

Kingsley, is \$1,141, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet, is \$878, and a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon is \$437. A true and correct copy of the 2024-2025 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

72. 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	10.10	\$1,210.00	\$12,221.00
Kelsey M. Szamet	6.0	\$880.00	\$5,280.00
Jessi Bulaon	22.50	\$495.00	\$11,137.50
KINGSLEY TOTAL ATTORNEYS' FEES	38.6		\$28,638.50²

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

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

² The Total Attorneys' Fees does not include PAGA Counsel anticipated 10-15 hours of future time to handle the final approval hearing in July and to oversee the administration process.

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

74. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.22.

75. I believe the request for attorneys' fees in the amount of \$35,000.00 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and experience led to an outstanding settlement.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

76. In addition to their request for fees, PAGA Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$8,988.91.

77. To date, PAGA Counsel has incurred \$8,682.91 in costs.

78. PAGA Counsel anticipates incurring an additional \$306.00 in costs to file and serve this motion, but the Settlement provides for a reimbursement of litigation costs of up to \$12,000.00.

79. As such, counsel is requesting a cost reimbursement of \$8,988.91.

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

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

1 82. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
2 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
3 should approve the request for reimbursement in the amount of \$8,988.91.

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

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

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

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

13 86. The enhancement takes into consideration the time, effort, risks, and expense
14 incurred by Plaintiff in coming forward to litigate this matter on behalf of the Aggrieved Employees.

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

16 **AGENCY**

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

22 **EXHIBITS**

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

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

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

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

92. 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.

93. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 87 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 May, 2025, in Los Angeles, California.

Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Robert Mark-Waterhouse (“Plaintiff”) and Defendant GEMINI MOTOR TRANSPORT, L.P. (“Gemini” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned ROBERT MARK-WATERHOUSE, an individual, on behalf of the State of California, as a private attorney general, PLAINTIFF, v. GEMINI MOTOR TRANSPORT, L.P.; and DOES 1 thru 50, inclusive, DEFENDANTS, Case No. STK-CV-UOE-2024-5386 initiated on May 6, 2024, and pending in Superior Court of the State of California, County of San Joaquin.
- 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. “Aggrieved Employee” means all drivers employed by Gemini Motor Transport, L.P. in the State of California from February 8, 2023 to April 22, 2025 or the date of entry of an order approving the settlement, whichever comes first.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Joaquin.
- 1.8. “Defense Counsel” means Wilson Turner Kosmo LLP.
- 1.9. “Effective Date” means the date the Court enters Judgment on its Order approving the PAGA Settlement.

- 1.10. "Enhancement Payment" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.
- 1.11. "Gross Settlement Amount" means \$100,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Kingsley Szamet Employment Lawyers, the attorneys representing the Plaintiff in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was compensated for hours worked for Defendant on at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from February 8, 2023 to April 22, 2025 or the date of entry of an order approving the settlement, whichever comes first.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiff's February 8, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims. PAGA Penalties will be no less than \$45,050.00 (with Aggrieved Employees receiving no less than \$11,262.50 as a group and the LWDA receiving no less than \$33,787.50). The actual amount of PAGA Penalties could increase in the event the Court does not grant in full each of the Payments requested from the Gross Settlement Amount, as identified in Section 3.2 below.
- 1.24. "Plaintiff" means Robert Mark-Waterhouse, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Defendant and each of its former and present parents, directors, officers, shareholders, owners, agents, employees, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Defendant" means named Defendant Gemini Motor Transport, L.P.

2. RECITALS

- 2.1. On February 8, 2024, Plaintiff sent notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of his intent to pursue a representative action pursuant to PAGA, on behalf of himself and the State of California, as well as on behalf of a group of alleged aggrieved employees. On May 6, 2024, Plaintiff commenced this action by filing a Representative Action Complaint for penalties pursuant to Labor Code Section 2699, et seq. for purported violation(s) of Labor Code sections 432.5 and 2802. The Complaint is the operative complaint in the Action (the "Operative Complaint." Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On January 22, 2025, the Parties participated in an all-day mediation presided over by Hon. Jan M. Adler which led to this Agreement to settle the Action.

- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file, and Defendant's documents regarding the Company's maintenance of and revisions to various policies, including regarding return of property at termination and the Company's reimbursement policies.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that, other than as identified in the Notice of Related Case filed by Defendant on January 17, 2025, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. The related case, *Teague v. Gemini Motor Transport, L.P.*, pending in Kern County Superior Court, Case No. BCV-24-103582 also contains claims for PAGA penalties based on alleged violations of Labor Code section 2802, which Defendant maintains will be extinguished or affected by this Settlement.

3. **MONETARY TERMS**

- 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$100,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$35,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$12,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than \$5,000.00 (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Plaintiff will seek Court approval for any PAGA Representative Service Payments no later than 16 court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any employee taxes owed on the PAGA Representative Service Payment.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$2,950.00 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 \$2,950.00 the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of no less than \$45,050.00 to be paid from the Gross Settlement Amount, with 75% (\$33,787.50) allocated to the LWDA PAGA Payment and 25% (\$11,262.50) allocated to the Individual PAGA Payments. These allocated amounts would increase proportionally should the Court approve less than the requested amounts for payments to PAGA Counsel, the PAGA Representative Service Payment and/or the Administrator Expenses Payment.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,262.50 based on the projected Net Settlement Amount) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there will have been less than 90 Aggrieved Employees who will have

worked a total approximately 7,230 weekly PAGA Pay Periods during the PAGA Period.

- 4.2. Aggrieved Employee Data. Within 15 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Enhancement Payment, the PAGA Counsel Expenses Payment. Disbursement of the 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 Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved

Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all

Private Attorneys General Act claims for civil penalties that were alleged or could have been alleged under Labor Code sections 432.5 and/or 2802, as well as any claims under other Labor Code provisions that could have been brought based on the facts asserted in Plaintiffs letter to the LWDA and/or Complaint, through the PAGA Period.

- 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.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, other than as described in this Agreement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 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 to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together 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 attempt 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the last possible day of the PAGA Period (April 22, 2025), (1) there will have been less than 90 Aggrieved Employees who will have worked no more than 7,230 PAGA Pay Periods during the PAGA Period.

- 8.1 Increase in Pay Periods. Upon receipt of the Aggrieved Employee Data, in the event that the number of PAGA Pay Periods exceeds this estimate by more than 7%, the Administrator shall notify the Parties and Defendant shall increase the Gross Settlement Amount by a proportionate amount. For example, if the number of PAGA Pay Periods worked by Aggrieved Employees increases by 12%, Defendant shall increase the Gross Settlement Amount by 5%.

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, 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their 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 a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 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.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved 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 Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kingsley Szamet Employment Lawyers
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

To Defendant:

Wilson Turner Kosmo, LLP
Mary P. Snyder
Ana R. Hartman
msnyder@wilsonturnerkosmo.com
ahartman@wilsonturnerkosmo.com
402 West Broadway, Suite 1600
San Diego, CA 92101

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them 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.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties

further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff

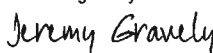
Dated: 04/01/2025



Robert Mark-Waterhouse

Defendant

Dated: 4/15/2025

DocuSigned by:

56787ACD58864CB...

Gemini Motor Transport, L.P.

Dated: April 1, 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: 

Eric B. Kingsley
Kelsey M. Szamet
Jessi Bulaon
Attorneys for Plaintiff and all aggrieved employees

Dated: 4/16/2025

WILSON TURNER KOSMO LLP

By: 

Mary P. Snyder
Ana R. Hartman
Attorneys for Defendant

EXHIBIT “A”

[Mailing Date]

NOTICE OF SETTLEMENT

Re. ROBERT MARK-WATERHOUSE v. GEMINI MOTOR TRANSPORT, L.P.
San Joaquin County Case No. STK-CV-UOE-2024-0005386

[SETTLEMENT ADMINISTRATOR'S INFO]

Dear GEMINI MOTOR TRANSPORT, L.P. Employee:

A settlement was reached between Plaintiff Robert Mark-Waterhouse ("Plaintiff") and Defendant Gemini Motor Transport, L.P. ("Defendant" or "Gemini"). Plaintiff filed a civil Complaint against Gemini on May 6, 2024. The claim alleged by Plaintiff in this lawsuit was for penalties under the Private Attorneys General Act of 2004 ("PAGA") based on claims that Gemini had not properly reimbursed its California drivers for business expenses and had required employees to sign a written policy or agreement that contained provisions that were prohibited under California law. Gemini denies these allegations and denies any wrongdoing of any kind associated with these allegations.

On XX, the Parties filed a motion with the Court asking the Court to approve a settlement in the amount of \$100,000.00. The Court issued an Order approving the settlement on XX.

The Gross Settlement Amount is \$100,000.00. From that amount, the Court has approved attorney's fees and costs and administrative expenses. After these deductions, \$[PAGA.amount] 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 \$[LWDA.amount] (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$[Aggrieved.Employee.amount] (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 received pay for hours worked for Defendant during the pay period, and for the period between February 8, 2023 to [DATE]¹. ("PAGA Period").

The employees eligible to receive a payment under this Settlement are defined as: all drivers employed by Gemini Motor Transport, L.P. in the State of California from February 8, 2023, to [DATE]² ("PAGA Period") ("Aggrieved Employees").

As part of this Settlement, you and the other employees shall, for the period of February 8, 2023 through [DATE]³, fully release and forever discharge Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (the foregoing are collectively referred to hereafter as the "Released Parties") from all Private Attorneys General Act claims for civil penalties for Labor Code sections 432.5 and 2802, as well as any claims under other Labor Code provisions that could

¹ This date will be filled in with April 22, 2025 or the date of entry of an Order approving the settlement, whichever comes first.

² See FN 1.

³ See FN 1.

have been brought based on the facts asserted in Plaintiffs letter to the LWDA and/or Complaint, through the PAGA Period.

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

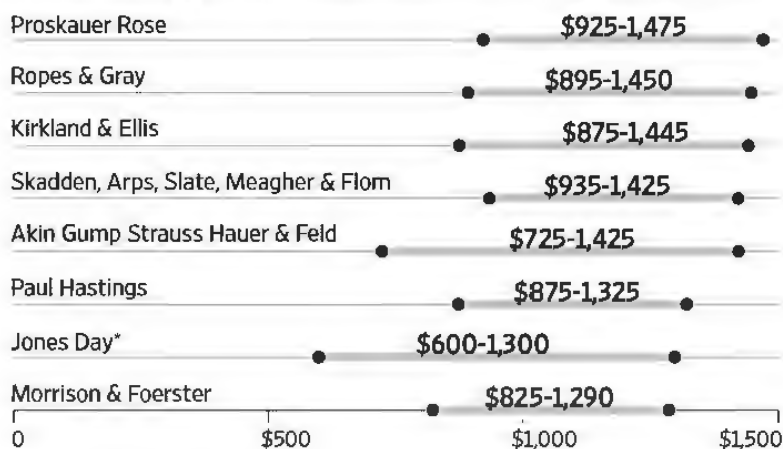
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

History

Case Law

See the Matrix

Comments

Home

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

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

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

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

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

EXHIBIT "5"

Printed from

 Add Tags

Language

Hona

English

Hona Enabled

Yes

Project Type

Employment

Statute of Limitations

5 Year Trial Rule

Trial Date

Project ID

12012735

Historic Cost

				\$8,682.91
Filing Fee				\$191.01
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Payee

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Notes

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Notice of Mediation to Client for review/signature via VineSign

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5/14/2024

Payee

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Reg mailing for Ntc of Case Assignment to Gemini

Photocopying Cost

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Date Incurred

2/8/2024

Payee

Paper Cut

Notes

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Postage Cost

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Date Incurred

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Filing Fee

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filing fee

Payee

LWDA

Description

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Date Incurred

2/8/2024

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Postage Cost

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Created: 12/6/2023 at 2:49 PM

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Trialworks TaskCode Copies	Notes copies for initial records copies for initial records
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(Proof of Submission to the LWDA)

EXHIBIT "6"

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On May 1, 2025, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ana R. Hartman
Mary P. Snyder
WILSON TURNER KOSMO LLP
402 West Broadway, Suite 1600
San Diego, CA 92101
ahartman@wilsonturnerkosmo.com
msnyder@wilsonturnerkosmo.com

Attorneys for Defendant

[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 May 1, 2025, at Chino, California.



Leslie Sanchez