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

KASSANDRA DIAZ, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

ASCEND HEALTHCARE, LLC; CPE HR,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 24STCV13760

[Case Assigned for All Purposes to Hon. Anne
Richardson in Dept. 40]

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

Date: September 24, 2024
Time: 8:30 AM
Dept.: 40

Complaint Filed: June 3, 2024
Trial Date: None Set

Reservation No. 316197220348

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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 Kassandra Diaz in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

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

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

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On March 27, 2024, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 (“PAGA”), to the Labor Workforce Development Agency (“LWDA”) regarding her intent to seek civil penalties for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 432.5, 510, 512, 1194, 1194.2, 1199, and 2802. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of March 27, 2024.

6. On June 4, 2024, Plaintiff commenced this action by filing a Representative Action Complaint alleging a single cause of action against Defendants for penalties pursuant to Labor Code § 2699 for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 432.5, 510, 512, 1194, 1194.2, 1199, and 2802.

7. The Parties engaged in informal discovery before reaching an Agreement in this

1 matter. Plaintiff obtained, through informal discovery, Plaintiff's personnel records, as well as time
2 and pay data, relevant to both Plaintiff and the Aggrieved Employees.

3 8. Through the exchange of information and attendant discussions between the
4 Parties, Plaintiff learned that the number of Aggrieved Employees is no more than 222 (including
5 Plaintiff) and there is a maximum of 4,115 PAGA pay periods. As will be discussed further below,
6 Plaintiff asserts that the maximum potential exposure for the PAGA claims for Aggrieved
7 Employees is \$411,500 (4,115 itemized wage statements at issue × \$100 per pay period).

8 9. Thereafter, the Parties engaged in good faith, arms-length direct negotiations with
9 Defendants concerning possible resolution of the claims asserted in the Litigation. The Parties
10 were able to reach a tentative settlement subject to finalization of a formal PAGA Settlement
11 Agreement and the approval of the Court.

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

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

19 THE SETTLEMENT

20 12. Defendant will pay the total sum of \$123,450.00 in full and final settlement of the
21 PAGA claims alleged.

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

23 Gross Settlement Amount:	\$123,450.00
PAGA Counsel Fees Payment:	\$41,150.00
24 PAGA Counsel Litigation Expenses Payment:	\$1,622.88
25 Administrator Expenses Payment:	\$3,950.00
Named Plaintiff Enhancement:	\$5,000.00
26 PAGA Penalties:	\$71,727.12 <i>(\$53,795.34 to the LWDA; \$17,931.78 to remain 27 in the Net Settlement Amount)</i>

28 14. The Agreement provided for counsel to receive cost reimbursement up to

1 \$2,000.00. However, counsel’s final costs come to \$1,622.88, including an estimated \$600 in filing
2 fees associated with this Motion. The extra \$377.12 will remain in the net settlement fund, causing
3 the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than
4 the \$71,300.00 contemplated in the settlement agreement.

5 15. The Agreement also accounted for Administrator Expenses of up to \$4,000.
6 However, the Administrator Expenses amount comes to \$3,950.00. The extra \$50 will remain in
7 the next settlement fund, causing the net amount for distribution to the LWDA and Aggrieved
8 Employees to be slightly higher than the \$71,300.00 contemplated in the settlement agreement.

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

14 17. For settlement purposes, the Aggrieved Employees are defined as: “all persons who
15 are employed or have been employed as a non-exempt by Ascend HealthCare, LLC; CPE HR, Inc.,
16 in the State of California who worked one or more pay periods since one (1) year prior to the date
17 of Plaintiff’s March 27, 2024 letter to the Labor Workforce Development Agency and Defendants,
18 to August 6, 2024. ” (“Aggrieved Employees”).

19 18. The PAGA Period means the period from March 27, 2023, to August 6, 2024.

20 **RISKS AND EVALUATION OF THE SETTLEMENT**

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

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

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

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

6 23. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a
7 potentially persuasive argument that Defendant: (1) the Aggrieved Employees were properly paid
8 and/or reimbursed in accordance with Defendant’s lawful policies and practices, and that any
9 alleged failure to compensate the Aggrieved Employees was the result of inadvertence and clerical
10 error; (2) the Aggrieved Employees were provided with the opportunity to take meal and rest
11 breaks in compliance with California law; (3) until this Action was filed, no employees had
12 compliance about any alleged failure to pay wages, provide meal and/or rest breaks, reimburse
13 expenses, issue accurate itemized wage statements, or require employees to agree to illegal terms
14 or conditions; (4) none of Defendant’s employees suffered any harm from or actual damage as a
15 result of the conduct that forms the basis for Plaintiff’s allegations. All of which, Counsel for
16 Defendant would argue, should mitigate in factor of significantly reducing or waiving any PAGA
17 penalties.

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

21 25. Here, Plaintiff alleges that she and the Aggrieved Employees were not properly
22 compensated at the appropriate rate of pay because Defendant failed to include Plaintiff’s and the
23 Aggrieved Employees’ premium pay when calculating their regular rate for the purpose of
24 determining the correct overtime rate in pay periods where they were paid premium pay and
25 overtime. Defendant’s alleged failure to properly blend any and all premium pay into the regular
26 rate of pay resulted in the unlawful withholding of wages and/or overtime.

27 26. Plaintiff also alleges that Defendant had a consistent policy of failing to pay all
28 wages and/or overtime to Plaintiff and all Aggrieved Employees. Plaintiff contends that this was

1 due to the fact that she and the Aggrieved Employees allegedly worked “off the clock.” Defendant
2 allegedly called Plaintiff and the Aggrieved Employees while they were off the clock to address
3 last minute scheduling issues and required Plaintiff and the Aggrieved Employees to work extra
4 hours. Plaintiff also contends that she and the Aggrieved Employees frequently worked off the
5 clock during their meal breaks. Plaintiff and the Aggrieved Employees had to clock out for their
6 meal break but continue to work, because they were required to remain “on duty” during their
7 breaks in case any issues arose. Plaintiff contends that she and the Aggrieved Employees are not
8 paid any wages for this time worked.

9 27. However, Defendant denies that it ever required Plaintiff and the Aggrieved
10 Employees to work off the clock and that Plaintiff and the Aggrieved Employees were paid for all
11 hours worked. Defendant maintains that at all relevant times, it kept written policies that clearly
12 prohibited any off the clock work and if it was incurred, that it must be promptly reported to a
13 supervisor. Plaintiff anticipates that, at trial, Defendant would argue that any calls about schedule
14 changes were *de minimis*, both in frequency and the length of such calls. Plaintiff also anticipates
15 that Defendant would likely present evidence that it adequately staffed shifts such that employees
16 did not need to remain “on duty” during their lunch break, and would likely present evidence from
17 other employees supporting its argument. Furthermore, Defendant would argue that Plaintiff’s
18 theories of liability would each be extremely difficult to prove on a representative basis. Because
19 there are no written time or pay records that could be used by Plaintiff to substantiate this claim,
20 Defendant argued that this case would devolve into a series of mini-trials wherein Defendant
21 would have the right to question each and every allegedly aggrieved employees as to whether they
22 contended that they worked any unpaid time and, if so, why they contend the time was not properly
23 paid.

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

27 29. Here, Plaintiff alleges that Defendant failed to apprise Plaintiff and the Aggrieved
28 Employees of their rights associated with meal periods and failed to provide timely meal periods.

1 Plaintiff contends that Defendant has had a consistent policy of: (1) failing to provide Plaintiff and
2 the Aggrieved Employees with compliant, timely, and uninterrupted meal breaks; (2) requiring
3 Plaintiff and the Aggrieved Employees to take late meal breaks that occurred after the first five
4 hours of each shift; and (3) failing to pay such employees one (1) hour of pay at the employees
5 regular rate of compensation for each workday that the first meal period was not provided within
6 the first (5) hours of the shift or that a second meal period was not provided. As mentioned above,
7 Plaintiff alleges that she and the Aggrieved Employees were short staffed and were told by
8 Defendant to remain “on duty” during their meal breaks, in case any problems arose. Plaintiff
9 further alleges that she and the Aggrieved Employees clock out for their lunch breaks, but many
10 times, these breaks would be interrupted, and Plaintiff and the Aggrieved Employees would
11 continue working despite being on their break. Defendant sometimes paid a meal penalty for late
12 meal breaks, but Plaintiff alleges that these penalties were provided at an employee’s regular rate
13 of pay, rather than the correct rate of pay as required.

14 30. However, Defendant denies that it ever required Plaintiff and the Aggrieved
15 Employees to work through their meal periods and that it provided a reasonable opportunity for all
16 employees to take an on-time, off duty, complaint meal period. Plaintiff anticipates that, at trial,
17 Defendant would likely present evidence that it adequately staffed shifts such that employees did
18 not need to remain “on duty” during their lunch break and would likely present evidence from
19 other employees supporting its argument. Plaintiff was confident that Defendant would attempt to
20 gather testimonial evidence from aggrieved employees indicating that the records were accurate
21 and either they took compliant meal breaks as reflected in the records or were paid a meal period
22 premium in lieu thereof. Though Plaintiffs do not believe this was the case, Plaintiff must
23 acknowledge it poses risks at trial. There is risk as to both sides as to what declarations and
24 depositions of aggrieved employees might reveal. Indeed, Plaintiffs had to consider that Defendant
25 could secure several declarations from aggrieved employees that all compliant breaks were
26 “provided”, but that they may have chosen to take late breaks or forego breaks on occasion. Taken
27 together, Plaintiff acknowledged there was significant risk as to establishing liability on the meal
28 period claim on a representative basis.

1 31. Moreover, Defendant would likely also argue that any purported failure to blend
2 violations were merely a result of a clerical error. Defendant would likely argue that it did properly
3 pay Plaintiff and the Aggrieved Employees all wages owed, or at the very least, it demonstrated
4 good-faith in paying all wages owed. Further, Defendant would argue that if there was any such
5 blending mistake made, it would result in an underpayment of very small amounts such as a few
6 cents here or there and it would not likely result in a court awarding large civil penalty against it.
7 While Plaintiff disagrees that these arguments are legally correct or persuasive, Plaintiff
8 acknowledges this risk and considered such when evaluating this settlement.

9 32. Plaintiff alleges that the rest period claims arise from an alleged common course of
10 conduct wherein Defendant did not provide employees with the opportunity to take a 10-minute rest
11 break during their shifts in compliance with California law.

12 33. Here, Plaintiff alleges that Defendant failed to maintain a lawful procedure of
13 providing rest breaks to Plaintiff and the Aggrieved Employees. Defendant allegedly failed to
14 provide Plaintiff and the Aggrieved Employees with a second rest period despite regularly
15 requiring Plaintiff and the Aggrieved Employees to work over six (6) hours. Plaintiff contends that
16 if she and the Aggrieved Employees were able to find some time to take a few minutes for a break,
17 these were not compliant rest breaks because they were interrupted, short, late, or missed
18 altogether. Further, Plaintiff alleges that she and the Aggrieved Employees were not compensated
19 with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

20 34. However, Defendant again raised the defense that employees received their rest
21 breaks because they were adequately staffed. Defendant would likely present evidence at trial from
22 other employees and that other employees would testify as such. In its defense, Defendant also
23 argued that Plaintiffs' rest period claim cannot readily be proven as to all Aggrieved Employees
24 because California law does not require employees to record rest periods. Absent a shift-by-shift,
25 break-by-break, employee-by-employee inquiry, Defendant would have argued that there was
26 simply no way to know (1) whether a break was taken on any given day; and (2) if not, why not.
27 For each instance where an employee contends that she did not take a 10-minute rest period by the
28 end of the fourth hour of work, the trier of fact would still have to determine why that particular

1 employee had less than their full allotment of rest time. Defendant accordingly would have argued
2 that rest break claims are inherently individualized in nature because employers only need to
3 “authorize and permit” breaks; they need not ensure that rest breaks are taken. (*Brinker, supra*, 53
4 Cal. 4th at 1004.) To succeed, “[a]n employee must show that the employer prevented the
5 employee from taking breaks; mere proof of knowledge that the employee was forgoing breaks is
6 insufficient.” As such, Plaintiffs had to acknowledge that it could potentially be easy for Defendant
7 to defeat this claim if it was able to gather testimonial evidence from aggrieved employees
8 indicating that they were provided the opportunity to take all required rest breaks each day.

9 35. Though Plaintiff does not believe this was the case, Plaintiff must acknowledge it
10 poses serious risks as to establishing liability. Just as with meal periods, there is risk as to both
11 sides as to what declarations and depositions of aggrieved employees might reveal.

12 36. Plaintiff alleges that Defendant has failed to reimburse employees for the cost of
13 using their personal cell phones and laptops for work-related purposes. Plaintiff alleges that
14 Defendant required that her and the Aggrieved Employees be available by cell phone and
15 answer/use their cell phones to make calls to patient’s family members and communicate with
16 other employees, and this was necessary to perform their job duties. Additionally, Plaintiff and the
17 Aggrieved Employees were allegedly required to use their personal cell phones and laptops to
18 clock in/clock out of work, as Defendant’s system was consistently down or slow. These cell
19 phones and laptops were not provided by Defendant, and Defendant failed to reimburse Plaintiff
20 and the Aggrieved Employees for the alleged costs associated with using these personal cell
21 phones and laptops.

22 37. Plaintiff further alleges that Defendant required her and all Aggrieved Employees
23 to travel and run errands using their personal vehicles. Because Defendant did not provide buses or
24 other transportation to workers so that they could travel from job sites to job sites in the middle of
25 their shifts, Plaintiff and the Aggrieved Employees used their own vehicles to run these errands.
26 Defendant did not reimburse Plaintiff and the Aggrieved Employees for their vehicle use for travel
27 to run errands for Defendant during the course of a work shift, in violation of California law.

28 38. The main risk that Plaintiff considered was the fact that not all Aggrieved

1 Employees used their cell phones, laptops, or vehicles for every pay period. Defendant contends
2 that it does not require the Aggrieved Employees to use personal cell phones, laptops, or vehicles at
3 all. This likely meant that the violations under Labor Code § 2802 were relatively low and not
4 triggered for every pay period. Plaintiff also anticipated that Defendant could argue primarily that it
5 provided all necessary tools, but to the extent it did not, any exposure was limited to a very small
6 group of Aggrieved Employees for a short window of time who may have chosen to use their
7 personal cellphones for work related purposes out of convenience. If Defendant were able to
8 establish such, there could be no recovery at all for this claim.

9 39. Based on these risks, Plaintiffs determined that discounting this claim for settlement
10 purposes was fair and reasonable.

11 40. Here, Defendant furnishes Plaintiff and the Aggrieved Employees with itemized
12 wage statements that do not accurately show total hours worked. Defendant furnishes Plaintiff and
13 the Aggrieved Employees with itemized wage statements that do not accurately show all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate because Plaintiff and the Aggrieved Employees performed work while off the clock.
16 The work performed off the clock was not recorded and thus was not reflected in the Aggrieved
17 Employees' wages and wage statements.

18 41. Further, Plaintiff and the Aggrieved Employees are issued wage statements that do
19 not include accurate meal and rest premiums as a result of the claims alleged above. Plaintiff
20 alleges that Defendant's failure to provide accurate itemized wages statements according to Labor
21 Code § 226(a) was all done on a regular and consistent basis.

22 42. Again, the risks flow from the underlying unpaid wages and meal/rest claims, but
23 the main risk taken into account is that wage statement claims are vulnerable to an argument that
24 aggrieved employees did not suffer any harm. Defendants commonly argue that, without more,
25 wage statement claims are nothing but technical violations for which a court should award a
26 dramatically reduced civil penalty, if anything at all.

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

1 resignation. Plaintiff factored in the risk of establishing that any violation was “willful” and the fact
2 that this claim is derivative.

3 44. In light of all these significant risks and given that PAGA gives the Court broad
4 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
5 Settlement Amount of \$123,450.00 was fair and reasonable.

6 45. Based on these figures, the maximum potential exposure for the PAGA claims for
7 the Aggrieved Employees is \$2,469,000.00 (4,115 pay periods at issue x \$100 a pay period x each
8 Labor Code violation). While there is no authority available on this issue, a court could
9 conceivably “stack” per pay period violations as Plaintiff has done above. However, the main risk
10 taken into account with PAGA is the discretionary nature of the penalty award.

11 46. For example, if a court were to disallow the “stacking” of PAGA penalties (given
12 the lack of caselaw doing so), then the maximum exposure would actually be approximately
13 \$411,500 (\$100 per pay period x 4,115 PAGA pay periods).

14 47. From there, the court could reduce the penalty amount per pay period.

15 48. A judge can award the statutory maximum of \$100 for the initial violation and \$200
16 thereafter or – in theory – one cent per wage statement.

17 49. Thus, Class Counsel also considered the possibility of an outcome similar to the
18 outcome in *Carrington*, where the court awarded a small fraction of the maximum civil penalty
19 because of Starbucks’ “good faith attempts” to comply with the Labor Code and minimal
20 violations.

21 50. Here, Defendant would likely argue that it has made good faith attempts to comply
22 with the Labor Code thereafter to avoid future wage and hour violations, and that the actual
23 violation rates are very low.

24 51. The assumptions made for the derivative claims for waiting time penalties and
25 wage statement penalties would significantly decrease as well.

26 52. Again, there is little guidance for the Court here, but if the Court were ultimately to
27 award 10% of the maximum civil penalty as occurred in *Carrington, supra*, 30 Cal. App. 5th 504,
28 the result here far exceeds that range as 10% of a single-stack of PAGA penalties in this case

1 would be only \$41,150, just a third of the Settlement obtained here.

2 **ATTORNEY COMPETENCE**

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

- 9 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
10 2002, Hon. Anthony Mohr granted final approval of settlement in the gross
11 amount of \$255,000 and the court approved the attorneys' fee request of 33
12 1/3%.
- 13 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
14 December 2005, Honorable Rita Miller granted final approval of Settlement in
15 the gross amount of \$4,000,000 and the court granted attorneys' fees request of
16 30%.
- 17 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006,
18 the Honorable Conrad R. Aragon granted final approval of Settlement in the
19 gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 20 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
21 2008, the Honorable Mary Thornton House granted final approval of Settlement
22 in the gross amount of \$1,675,000.00 and the court granted attorneys' fees
23 request of 33 1/3%.
- 24 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In
25 September 2010, the Hon. Kenneth R. Freeman granted final approval of
26 Settlement in the gross amount of \$2,000,000.00, and the court granted
27 attorneys' fees request of 33.3%.
- 28 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 & Ly and co-counsel \$996,232.72 in attorney's fees.

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

m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter

1 was proposed for final settlement by the Honorable Richard L. Fruin on February
2 19, 2016, in the gross amount of \$5,250,000.

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

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

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

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

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

23 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
24 December 19, 2012) (court granted contested class certification and appointed
25 Kingsley Szamet & Ly as PAGA Counsel).

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

- 1 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
2 filed January 27, 2015) (court granted contested class certification and appointed
3 Kingsley Szamet & Ly as PAGA Counsel).
- 4 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C
5 0214). contested class certification granted in June 2020.
- 6 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
7 (BCV-16-102833), contested class certification granted in 2018.
- 8 g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
9 contested class certification granted in June 2020.
- 10 h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-
11 102876), contested class certification granted in August 2020.

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

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

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

19 57. As detailed fully in the Settlement, the settlement provides for Defendant to create a
20 Gross Settlement Amount of \$123,450.00. From that fund, Plaintiff requests an award of attorneys'
21 fees for PAGA Counsel in the amount of \$41,150.00, or 33.33% of the Gross Settlement Amount,
22 and \$1,622.88 in reimbursement for litigation costs.

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

1 award.

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

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

24 61. Additionally, there are cases where PAGA Counsel takes on the extreme risk of
25 attempting to certify a class case, often times turning down class or individual settlement offers
26 that PAGA Counsel feels are not in the best interest of the settled class, only to lose class
27 certification and the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco*
28 *Restaurant Services, Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite*

1 *Group, Inc.*, CV-10-8653-RGK(FFMx) (C.D. Cal. filed October 5, 2010).

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

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

- 14 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
15 pharmaceutical sales representatives are exempt employees affirmed);
- 16 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)
17 (lower court ruling in employer's favor that certain employees can share in
18 mandatory tip pool affirmed);
- 19 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower
20 court ruling in employer's favor that certain employees can share in mandatory
21 tip pool affirmed);
- 22 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
23 employer's favor approving employer's commission pay plan affirmed) ;
- 24 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
25 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
26 employees affirmed);
- 27 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court
28 ruling that pharmaceutical sales representatives are exempt employees affirmed);

- 1 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar.
2 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
3 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower
4 court granted employer's motion to compel arbitration, Court of Appeal
5 reversed, U.S. Supreme Court affirmed lower court);
- 6 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
7 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193
8 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to
9 compel arbitration affirmed);
- 10 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App.
11 Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel
12 arbitration affirmed);
- 13 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1
14 (reversing in part and affirming in part trial courts order compelling arbitration);
- 15 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
16 summary judgement in favor of employer on wage statement claim);
- 17 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
18 2018) (affirming judgement for employees after bench trial);
- 19 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was
20 held before the California Supreme Court on January 6, 2020 and a decision was
21 published in March 2020.

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

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

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

7 66. Here, a lodestar cross-check confirms that the percentage requested is
8 reasonable. PAGA Counsel have an aggregate lodestar in the amount of \$26,245.00 which
9 represents 29 hours of attorney work on this litigation from its inception through the date of this
10 filing of Plaintiff's instant Motion, and 5 future hours.

11 67. As such, PAGA Counsel is asking for a lodestar multiplier of 1.57.

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

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

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

20 71. To achieve the ultimate result in this case, my firm had to incur substantial risk
21 and expense, and were precluded from taking other fee generating employment for 29 hours of
22 attorney time.

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

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

1 74. The requested hourly rates in this case range from \$450.00 per hour to
2 \$1,100.00.

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

5 76. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class action
6 lawsuits.

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

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

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

16 80. My office billed for the following three attorneys for work performed on this case:
17 Eric Kingsley, Jessica Bulaon, and me.

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

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

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

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

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

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

87. Finally, PAGA Counsel’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, 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 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit “4”.

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

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	0.9	\$1,100.00	\$990.00
Kelsey M. Szamet	29.6	\$800.00	\$23,680.00
Jessica Bulaon	3.5	\$450.00	\$1,575.00

KINGSLEY TOTAL ATTORNEYS' FEES	34.0		\$26,245.00¹
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89. Kingsley Szamet & Ly has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

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

¹ The Total Attorneys' Fees does not include PAGA Counsel anticipated 5 hours of future time to handle the final approval hearing and to oversee the administration process.

1 90. Based on the aggregate lodestar, PAGA Counsel is requesting a multiplier of 1.57.

2 91. I believe the request for attorneys' fees in the amount of \$41,150.00 is fair and
3 reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the
4 exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and
5 experience led to an outstanding settlement.

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

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

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

15 **THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
16 **COSTS**

17 94. In addition to their request for fees, PAGA Counsel further request reimbursement
18 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
19 litigation, in the amount of \$1,622.88.

20 95. To date, PAGA Counsel has incurred \$1,022.88 in costs.

21 96. PAGA Counsel anticipates incurring an additional \$600.00 in costs to file and serve
22 this motion, but the Settlement provides for a reimbursement of litigation costs of up to \$2,000.00.

23 97. As such, counsel is requesting a cost reimbursement of \$1,622.88.

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

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

1 100. Accordingly, the requested reimbursement of the reasonable out-of-pocket
2 expenses advanced and/or incurred is appropriate and justified as part of the overall settlement and
3 the Court should approve the request for reimbursement in the amount of \$1,622.88.

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

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

7 102. The time spent by Kassandra Diaz includes identifying competent counsel,
8 providing information to PAGA Counsel regarding Plaintiff's relevant employment experiences,
9 compiling documents, meeting with PAGA Counsel frequently to discuss the status of the case and
10 the theories of liability, and reviewing settlement documents.

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

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

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

16 **AGENCY**

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

22 **EXHIBITS**

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

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

27 108. 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*.

109. Attached hereto as Exhibit “4” is a true and correct copy of the 2023-2024 Adjusted Laffey Matrix.

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

111. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 105 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 19th day of August, 2024, in Altadena, California.

Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Kassandra Diaz (“Plaintiff”) and Defendants ASCEND HEALTHCARE, LLC; CPE HR, INC. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *KASSANDRA DIAZ, an individual, on behalf of the State of California, as a private attorney general, PLAINTIFF v. ASCEND HEALTHCARE, LLC; CPE HR, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS*, Los Angeles Superior Court, Case No. 24STCV13760 initiated on June 3, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc. , 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 persons who are employed or have been employed as a non-exempt by Ascend HealthCare, LLC; CPE HR, Inc., in the State of California who worked one or more pay periods since one (1) year prior to the date of Plaintiff’s March 27, 2024 letter to the Labor and Workforce Development Agency and Defendants, to August 6, 2024.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ 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 Los Angeles.
- 1.8. “Defense Counsel” means De Castro Law Group, PC.

- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$123,450 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “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.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA 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.
-
- 1.16. “PAGA Counsel” means Kingsley, Szamet & Ly, the attorneys representing the Plaintiff in the Action.
- 1.17. “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.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from March 27, 2023 to August 6, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s March 26, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$17,825.00) and the 75% to LWDA (\$53,475.00) in settlement of PAGA claims.
- 1.23. "Plaintiff" means KASSANDRA DIAZ, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "Defendants" means named Defendants Ascend HealthCare, LLC; CPE HR, Inc.

2. RECITALS.

- 2.1. On June 3, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for penalties pursuant to Labor Code § 2699, et seq. for purported violation(s) of Labor Code §§ 201, 202, 203, 226(a), 226.7, 432.5, 510, 512, 1194, 1194.2, 1199, and 2802. The Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny 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 Defendants and the LWDA by sending the PAGA Notice.
- 2.3. The parties engaged in direct negotiations which led to this Agreement to settle the Action.
- 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, Plaintiff's personnel file and the data necessary to resolve this matter.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$123,450.00 and no more as the Gross Settlement Amount. Defendants have 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 Defendants.
- 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 Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than \$5,000.00 (in addition to any Individual PAGA Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member). 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 Final Approval Hearing. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 (approximately 33.33% which is currently estimated to be \$41,150 and PAGA Counsel Litigation Expenses Payment of not more than \$2,000. Defendants 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 Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than

\$4,000.00, 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 \$71,300.00 to be paid from the Gross Settlement Amount, with 75% (\$53,475.00) allocated to the LWDA PAGA Payment and 25% (\$17,825.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$17,825.00) 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. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.2. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 222 Aggrieved Employees who have worked a total of 4,115 PAGA Pay Periods to date.

4.3. Aggrieved Employee Data. Within 15 days, Defendants 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. Defendants have 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 Defendants 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.

4.4. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.5. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.5.2. 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.

4.5.3. 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.

4.5.4. 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.

4.5.5. The payment of Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund 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 that occurred during the PAGA Period, including, but not limited to: (a) 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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 shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel 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 Preliminary 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 modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 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, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 222 Aggrieved Employees who worked 4,115 Pay Periods during the PAGA Period. If the number of total PAGA Pay Periods during the PAGA Period differs by more than 10% percent from this estimate (*i.e.* a difference of more than 411 PAGA Pay Periods), then Defendants may (1) elect to end the PAGA Period on the date in which the number of PAGA Pay Periods during the PAGA Period reaches 4,526, or (2) increase the GSA in proportion to the extent by which the number of total PAGA Pay Periods in the PAGA Period exceeds Defendants' estimate in excess of 10%. For example, if the final number of total PAGA Pay Periods during the PAGA Period exceeds Defendants' estimate by 15%, the GSA will, at Defendants' option, increase by 5%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to PAGA Counsel Fees will increase proportionally such that the total amount of PAGA Counsel Fees remains one-third of the GSA after the upward adjustment required by this provision is implemented
- 8.1

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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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 Defendants, 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, Defendants 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 Defendants 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 Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants 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 & Ly
Eric B. Kingsley
Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

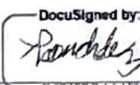
To Defendants:

De Castro Law Group, PC
Jose-Manuel A. De Castro
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, CA 91504

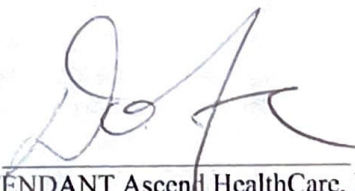
10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

DATED: June 21, 2024

By: 
PLAINTIFF Kassandra Diaz

DATED: June 26, 2024

By: 
DEFENDANT Ascend HealthCare, LLC

DATED: _____

By: _____
DEFENDANT CPE HR, INC.

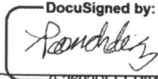
To Defendants:

De Castro Law Group, PC
Jose-Manuel A. De Castro
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, CA 91504

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DATED: June 21, 2024

By: 
PLAINTIFF Kassandra Diaz

DATED: _____

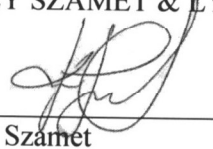
By: _____
DEFENDANT Ascend HealthCare, LLC

DATED: 6/27/21

By: _____
DEFENDANT CPE HR, INC.

DATED: June 21, 2024

KINGSLEY SZAMET & LY

By: 

Kelsey M. Szamet

Attorneys for Plaintiff and the aggrieved employees

DATED: _____

DE CASTRO LAW GROUP, PC

Jose-Manuel A. de

By: Castro

Jose-Manuel A. de Castro

Attorneys for Defendants

Digitally signed by Jose-Manuel
A. de Castro

Date: 2024.06.27 12:40:15 -07'00'

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
1											
2											
3											
4											
5											
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 Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

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

	A	C	D	E	F	G	H	I	J	K	L
	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	Polisinelli 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.

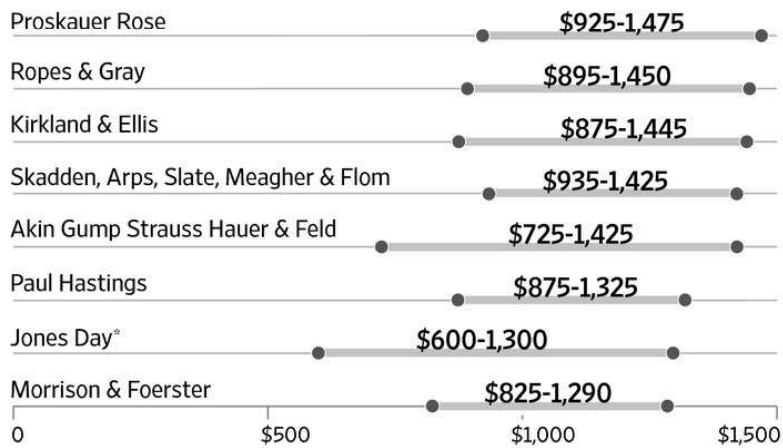
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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)

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

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

EXHIBIT "5"

Ascend Healthcare adv. Diaz, Kassandra

Kassandra Diaz • •

Historic Cost

\$1,022.88

Postage Cost

\$5.80

Created: 7/5/2024 at 4:48 PM

Trialworks TaskCode

Postage Cost

Date Incurred

6/21/2024

Payee

DocuSign

Notes

Class and PAGA settlement agreement + tax form to client via DocuSign for review/signature

Class and PAGA settlement agreement + tax form to client via DocuSign for review/signature

Process Server Fee

\$139.23

Created: 7/11/2024 at 11:04 AM

Trialworks TaskCode

costs

Date Incurred

6/18/2024

Payee

OnCall

Description

OCINV#396956B AH paid 6.18.24

Docs

 OCVN#396956B AH paid 6.18.24.pdf ▾

Process Server Fee

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Created: 7/11/2024 at 10:56 AM

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Date Incurred 6/12/2024	Docs  OLINV#06114103 AH 6.12.24.pdf ▾
Payee One Legal	

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Trialworks TaskCode

filing fee

Date Incurred

6/7/2024

Payee

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Docs

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Filing Fee

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Created: 6/7/2024 at 12:10 PM

Trialworks TaskCode

filing fee

Date Incurred

6/6/2024

Payee

One Legal

Description

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Docs

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Filing Fee

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Created: 6/6/2024 at 10:35 AM

Trialworks TaskCode

filing fee

Date Incurred

6/3/2024

Payee

One Legal

Description

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Docs

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Filing Fee

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Created: 6/6/2024 at 10:15 AM

Trialworks TaskCode filing fee	Description OLINV#06082835 AH 6.3.24
Date Incurred 6/3/2024	Docs  OLINV#06082835 AH 6.3.24.pdf ▾
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Trialworks TaskCode Copies	Payee Paper Cut
Date Incurred 3/27/2024	Notes copies of PAGA ltr to def via cert mailing copies of PAGA ltr to def via cert mailing

Postage Cost	\$17.86
Created: 3/28/2024 at 5:18 PM	

Trialworks TaskCode Postage Cost	Notes PAGA ltr to def via cert mailing PAGA ltr to def via cert mailing
Date Incurred 3/27/2024	

Filing Fee	\$75.00
Created: 3/27/2024 at 9:45 AM	

Trialworks TaskCode filing fee	Payee LWDA
Date Incurred 3/27/2024	Description State of California - Department of Industrial Relations Customer Receipt - Purchase Confirmation

Docs

 State of California - Department of Industrial Relation... 

Created: 2/9/2024 at 3:34 PM

\$0.40

Trialworks TaskCode

Copies

Date Incurred

2/9/2024

Payee

Paper Cut

Notes

Copies of Records request letter to mail to Def
Copies of Records request letter to mail to Def



Postage Cost

\$17.38

Created: 2/9/2024 at 3:34 PM

Trialworks TaskCode

Postage Cost

Date Incurred

Notes

Records request letter to Def via cert mailing
Records request letter to Def via cert mailing

(Proof of Submission to Labor &
Workforce Development Agency)

EXHIBIT "6"

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On August 19, 2024, 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:

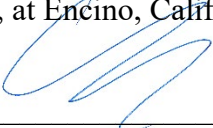
Jose-Manuel A. De Castro
jmdecastro@decastrolawgroup.com
DeCastro Law Group, A Professional Corporation
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, CA 91504

[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 August 19, 2024, at Encino, California.



Michelle Tanzer