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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

WISSAM SAAB, an individual, on behalf of the State of California, as a private attorney general,

PLAINTIFF,

v.

FAB4 LLC DBA VAN NUYS CHRYSLER DODGE JEEP RAM; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 24STCV21636

[Case Assigned for All Purposes to Hon. Alison Mackenzie in Dept. 55]

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

Date: May 7, 2026
Time: 8:30 AM
Dept.: 55

Complaint Filed: August 26, 2024
Trial Date: April 27, 2026

Reservation No. 553389334064

DECLARATION OF KELSEY M. SZAMET

I, Kelsey M. Szamet, declare as follows:

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

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

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

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

LITIGATION OVERVIEW AND PROCEDURAL HISTORY

5. On June 21, 2024, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 ("PAGA"), to the Labor Workforce Development Agency ("LWDA") regarding his intent to seek civil penalties for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order 4, under Labor Code section 2699, et seq.

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

7. Plaintiff filed his Representative Action Complaint on August 26, 2024, seeking penalties under Labor Code § 2699 et seq., the Private Attorneys General Act ("PAGA"), for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order 4. (Hereafter, the "Action".)

8. Specifically, Plaintiff alleged that Defendant failed to pay all wages and/or overtime, failed to provide compliant meal and rest breaks, failed to reimburse necessary business expenses, failed to issue accurate itemized wage statements, and failed to pay all wages due at the time of resignation/termination to Plaintiff and the aggrieved employees.

9. The Parties have not engaged in formal discovery, instead focused their efforts on resolving this case through early mediation. Defendant produced Plaintiff's personnel file, including his time and pay records, as well as a randomized sample of time and pay records for the PAGA group, for mediation purposes only.

10. On October 31, 2025, the Parties participated in an all-day mediation before Russ J. Wunderli, Esq. The Parties engaged in good faith, arms-length negotiations with Defendant concerning possible resolution of the claims asserted in the Litigation. Although Defendant denies that it violated any pertinent law, it recognized the risks and attendant costs of litigation, and the. Parties were able to reach a tentative settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court. The Parties negotiated the terms and conditions of the Settlement and now present the agreed-upon Settlement to the Court for Approval.

THE SETTLEMENT

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

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

Gross Settlement Amount:	$100,000.00
PAGA Counsel Fees Payment:	$33,333.33
PAGA Counsel Litigation Expenses Payment:	$13,512.77
Administrator Expenses Payment:	$4,500.00
Named Plaintiff Enhancement:	$5,000.00
PAGA Penalties:	$43,653.90 *($28,375.03 to the LWDA; $15,278.87 to remain in the Net Settlement Amount)*

13. The Agreement provided for counsel to receive cost reimbursement up to $15,000. However, counsel's final costs come to $13,512.77. The extra $1487.23 will remain in the net settlement fund, causing the net amount for distribution to the LWDA and Aggrieved Employees to be slightly higher than the $42,166.67 contemplated in the settlement agreement.

14. Each aggrieved employee shall receive a pro-rata portion of the remaining amount in PAGA penalties based by dividing the amount of the aggrieved employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all aggrieved employees during the PAGA Period, and then multiplying the result by each aggrieved employee's PAGA Period Pay Periods.

15. The PAGA Period means the period from June 21, 2023, to January 31, 2026.

16. For settlement purposes, the Aggrieved Employees are defined as: "a person employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA Period." ("Aggrieved Employees").

RISKS AND EVALUATION OF THE SETTLEMENT

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

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

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

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

21. PAGA Counsel anticipated that, at trial, Counsel for Defendant could make a potentially persuasive argument that Defendant: (1) the Aggrieved Employees were properly paid and/or reimbursed in accordance with Defendant's lawful policies and practices, and that any alleged failure to compensate the Aggrieved Employees was the result of inadvertence and clerical error; (2) the Aggrieved Employees were provided with the opportunity to take meal and rest breaks in

compliance with California law; (3) until this Action was filed, no employees had complained about any alleged failure to pay wages, provide meal and/or rest breaks, reimburse expenses, issue accurate itemized wage statements; (4) none of Defendant's employees suffered any harm from or actual damage as a result of the conduct that forms the basis for Plaintiff's allegations. All of which, Counsel for Defendant would argue, should mitigate in factor of significantly reducing or waiving any PAGA penalties.

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

23. Plaintiff alleges that he and all aggrieved employees were not properly compensated for all hours worked due to the fact that Defendant required Plaintiff and all aggrieved employees to perform compensable activities outside of their work hours.

24. Plaintiff and the aggrieved employees were routinely required to answers customer calls and texts from both customers and other employees of Defendant while "off the clock" on their personal cell phones.

25. They are not paid any wages for this time despite the fact that it is time actually worked.

26. Additionally, Plaintiff also alleges that Defendant maintained an unlawful policy and practice of overriding employees' time punches to show compliant meal periods.

27. This practice resulted in the unlawful withholding of wages and/or overtime for time actually worked in addition to meal premiums owed.

28. Here, Plaintiff alleges that Defendant forced Plaintiff and other employees to manipulate their time records to avoid meal violations. If Plaintiff was in the middle of a sale, Plaintiff alleges that he would be forced to finish closing the sale or risk losing his credit/commission. Plaintiff further alleges that Defendant would force him to edit his time punches so that it would show compliant meal periods of exactly 30 minutes in length. Thus, Plaintiff contends that Defendant owes a meal premium for each and every time a meal period is edited in this way.

29. Defendant also heavily contested this claim. Defendant argued that the employees

did receive their meal and rest periods and, at trial, would present other employees who would testify to that fact. Defendant argued that its policies and practices ensured high compliance with meal and rest break laws because employees were required to document non-compliant meal periods for every shift through its electronic timekeeping system. Upon Plaintiff's expert's review, the sample of time records did show that 95% of meal period were at least 30 minutes in length. Additionally, because Defendant maintained facially valid meal and rest period policies, Defendant argued that it would be entitled to inquire of each and every aggrieved employee whether his/her meal periods were provided, and if not, why not – essentially arguing that any untimely or short meal periods in the records were a result of an employee's volition rather than Defendant's own failure to provide them. Had the Parties proceeded to trial, Defendant would have retained an expert to analyze extrinsic evidence to rebut any alleged meal break violations by arguing that meal breaks were taken and not recorded or were voluntarily missed. These presented risks on the meal and rest period claims that Plaintiffs considered when evaluating this settlement.

30. Plaintiff alleges that Defendant regularly denied Plaintiff and the aggrieved employees with lawful rest periods.

31. Defendant did not permit Plaintiff and the aggrieved employees to take rest periods and instead pressured them to continue working and closing sales or otherwise risk losing their credit/commission.

32. As a result, Defendant failed to provide Plaintiff and the aggrieved employees with lawful rest periods.

33. Thus, Defendant is liable to Plaintiff for these Labor Code violations and owes penalties to all aggrieved employees, including Plaintiff.

34. In its defense, Defendant would have argued that Plaintiffs' rest period claim would be difficult to prove at trial because California law does not require employees to record rest periods. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant would have argued that there was simply no way to know (1) whether a break was taken; and (2) if not, why not. For each instance where an employee did not take a 10- minute rest period by the end of the fourth hour of work, the trier of fact would still have to determine why that particular employee had less

than their full allotment of rest time. Accordingly, Defendant would have argued that rest break claims are inherently individualized in nature because employers only need to "authorize and permit" breaks; they need not ensure that rest breaks are taken. *Brinker*, 53 Cal. 4th at 1004. To succeed, "[a]n employee must show that the employer prevented the employee from taking breaks; mere proof of knowledge that the employee was forgoing breaks is insufficient." As such, Plaintiff had to acknowledge that it could potentially by easy for Defendant to defeat this claim if it was able to gather testimonial evidence from the aggrieved employees indicating that they were able to take all required rest breaks each day. Though Plaintiff does not believe this was the case, Plaintiff must acknowledge it poses risks at trial. There is certainly risk as to both sides as to what declarations and depositions of other employees might reveal.

35. Plaintiff alleges that Defendant has failed to reimburse employees for the cost of using their personal cell phones for business-related purposes. Plaintiff contend that Defendant required that employees to be available by cell phone to answer/use their cell phones while working and this was necessary to perform their job duties. Additionally, as explained above, Plaintiff and the aggrieved employees were required to use their personal cell phones to answer and respond to work related text messages and calls while off the clock, especially if the communication was directly with a customer.

36. As stated above, Defendant strongly argued that use of an employee's personal cell phone was not required to perform their job duties because work phones were available for use on the premises. As such, Plaintiff acknowledges that there is a significant risk to this claim as the actual violation rate may be very low due to each aggrieved employee's own preference as to whether their personal cell phone was used for customer communication.

37. Here, Plaintiff alleges that Defendant furnished Plaintiff and the aggrieved employees with itemized wage statements that do not accurately show total hours worked.

38. Defendant furnishes Plaintiff and the aggrieved employees with itemized wage statements that do not accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate because Plaintiff and the aggrieved employees performed work while off the clock responding to work-related phone calls and text

messages. The work performed off the clock was not recorded and thus was not reflected in the aggrieved employees' wages and wage statements.

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

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

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

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

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

44. While there is no authority available on this issue, a court could conceivably "stack" per pay period violations for each alleged Labor Code section, which would balloon Defendant's maximum exposure to an astronomical amount of $3,734,200 (6,207 pay periods at issue × $100 a pay period × the six alleged Labor Code violations assuming a 100% violation rate on all claims). However, the main risk taken into account with PAGA is the discretionary nature of the penalty award. A judge can award the statutory maximum of $100 for the initial violation and $200 thereafter or – in theory – one cent per wage statement.

45. Given that this settlement is for $100,000, Plaintiffs believe this is a fair and reasonable settlement.

ATTORNEY COMPETENCE

46. Kingsley Szamet Employment Lawyers is experienced in prosecuting employment litigation, and since 2000 we have focused our practice on wage, hour, and working condition violations. My firm is well versed in class action litigation and has diligently and aggressively pursued this action. Kingsley Szamet Employment Lawyers currently serves as PAGA Counsel for

several dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a small, but representative sampling of wage and hour cases handled by my firm:

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

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

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

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

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

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

g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of $4,700,000.00, and the court granted attorneys' fees request of 38%.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. *Ruiz v. Daniel C. Salas Harvesting, Inc*., Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.

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

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

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

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

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

REQUESTS FOR ATTORNEYS' FEES AND COSTS

50. As detailed fully in the Settlement, the settlement provides for Defendant to create a Gross Settlement Amount of $100,000.00. From that fund, Plaintiff requests an award of attorneys' fees for PAGA Counsel in the amount of $33,333.33, or 33.33% of the Gross Settlement Amount, and $13,512.77 in reimbursement for litigation costs.

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

52. I am very familiar with the contingent fee market throughout California and in the Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements with plaintiffs, both as individuals and as representatives in class action suits. Many of those agreements provided that counsel will receive a fee that is between 33% and 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred

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

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

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

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

56. In addition to appealing class certification denials, Kingsley Szamet Employment

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

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

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

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

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

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

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

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

h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.

Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

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

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

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

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

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

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

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

PAGA COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

59. Here, a lodestar cross-check confirms that the percentage requested is reasonable.

PAGA Counsel have an aggregate lodestar in the amount of $33,516.00 which represents 38.3 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiff's instant Motion.

60. As such, PAGA Counsel is not asking for a multiplier

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

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

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

64. To achieve the ultimate result in this case, my firm had to incur substantial risk and expense, and were precluded from taking other fee generating employment for 38.3 hours of attorney time.

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

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

67. The requested hourly rates in this case range from $570.00 per hour to $1,250.00.

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

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

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

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

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

73. My office billed for the following four attorneys for work performed on this case: Eric Kingsley, Jessica Adlouni, Jessica Bulaon, and me.

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

75. Jessica Adlouni is an Associate Attorney at Kingsley Szamet Employment Lawyers. She is billed at $690 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris doctor from UCLA School of Law in May 2019.

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

77. 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".

78. Class Counsel's charged rates are commensurate with the prevailing market rates in Los Angeles County for attorneys of comparable experience and skill handling complex litigation.

79. Furthermore, Class 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.

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

81. Finally, Class Counsel's rates are in line with the 2025-2026 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is $1,227, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet, is $1,019, and a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Adlouni and Ms. Bulaon is $625. The 2025-2026 Laffey Matrix is attached hereto as Exhibit "4".

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

ATTORNEY	**HOURS**	**HOURLY RATE**	**TOTALS**
Eric B. Kingsley	8.0	$1,250.00	$10,000.00
Kelsey M. Szamet	16.1	$940.00	$15,134.00
Jessica Adlouni	2.4	$690.00	$1,656.00
Jessica Bulaon	11.8	$570.00	$6,726.00
KINGSLEY TOTAL ATTORNEYS' FEES	**38.3**		**$33,516.00**[1]

83. Kingsley Szamet Employment Lawyers has spent significant time extensively

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

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;
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, various documents related to Representative Action Approval, etc.);
j. researching private right of action and various impact on class actions;
k. interviewing and obtaining declarations from Plaintiff and aggrieved employees;
l. preparing for and attending mediation;
m. discussing issues related to damage model calculations;
n. preparing and analyzing damage models;
o. negotiating the terms of the settlement;
p. reviewing and making changes to the Settlement Agreement;
q. drafting and editing all documents for Representative Action Approval;
r. monitoring Notice and settlement administration procedures;
s. coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

84. Here, PAGA Counsel is not requesting a multiplier.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

85. In addition to their request for fees, PAGA Counsel further request reimbursement

of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of $15,000.00

86. To date, PAGA Counsel has incurred $13,212.77 in costs.

87. PAGA Counsel anticipates incurring an additional $300.00 in costs to file and serve this motion, but the Settlement provides for a reimbursement of litigation costs of up to $15,000.00.

88. As such, counsel is requesting a cost reimbursement of $13,512.77.

89. All of the requested costs are reasonable in amount and were necessarily incurred by PAGA Counsel in prosecuting this litigation. The costs report in this case is attached hereto as Exhibit “5”.

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

91. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court should approve the request for reimbursement in the amount of $13,512.77.

THE NAMED PLAINTIFFS’ ENHANCEMENT SHOULD BE APPROVED

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

93. Here, the enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in coming forward to litigate this matter on behalf of the Aggrieved Employees. The time spent by Plaintiff includes identifying competent counsel, providing information to PAGA Counsel regarding Plaintiff’s relevant employment experiences, compiling documents, meeting with PAGA Counsel frequently to discuss the status of the case and the theories of liability, reviewing settlement documents, and making himself available for a full day of mediation.

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

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

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT

AGENCY

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

EXHIBITS

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

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

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

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

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

102. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 96 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 10th day of April, 2026, in Encino, California.

____

Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Wissam Saab ("Plaintiff") and Defendant FAB4, LLC dba Van Nuys Chrysler Dodge Jeep Ram ("Defendant"). The Agreement at times refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" or "Operative Complaint" means the following action captioned: (1) *WISSAM SAAB v. FAB4, LLC dba VAN NUYS CHRYSLER DODGE JEEP RAM, and DOES 1 through 50*, initiated on or about August 26, 2024 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV21636.

1.2. "Administrator" means Phoenix Settlement Administrators, 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 a person employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA Period.

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

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

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Robert W. Thompson and Tina Hopper of Callahan Thompson Sherman & Caudill LLP.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on the Approval Order 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 and the period to file a timely appeal has passed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

1.10. "Gross Settlement Amount" means One Hundred Thousand Dollars and Zero Cents ($100,000.00), which is the total amount Defendant agrees to pay under the Settlement except as otherwise provided in this Agreement. 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, the PAGA Representative Awards, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% 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 upon its Order of Approval of this PAGA Settlement.

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

1.14. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

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

1.16. "PAGA Counsel" means Kelsey Szamet and Jessi Bulaon of Kingsley Szamet, Employment Lawyers, 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 Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" as to Defendant FAB4, LLC dba Van Nuys Chrysler Dodge Jeep Ram means the period from June 21, 2023 to January 31, 2026.

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

1.21. "PAGA Notice" means Plaintiff's June 21, 2024 letter to Defendant 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 Net Settlement Amount, which is currently estimated to be $42,166.67 , allocated 35% to the Aggrieved Employees ($14,758.33) and the 65% to LWDA ($27,408.33) in settlement of PAGA claims.

1.23. "Plaintiff" means Wissam Saab, the named plaintiff in the Action.

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

1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant and each of their former and present owners, managers, directors, officers, employees, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns, affiliated entities, parent or subsidiary companies, including BN Dealerships Management, Inc.

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

1.28. "Defendant" means Defendant FAB4, LLC dba Van Nuys Chrysler Dodge Jeep Ram.

1.29. "PAGA Representative Award" means a monetary award to be paid to Plaintiff for serving as the named representative in the Action.

2. RECITALS.

2.1. On or about August 26, 2024, Plaintiff filed a PAGA-only Action against Defendant in the Los Angeles County Superior Court. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. On October 31, 2025, the Parties participated in an all-day mediation presided over by mediator Russ J. Wunderli, Esq., which led to this Agreement to settle the Action.

2.3. Prior to mediation, Plaintiff obtained, through informal discovery, among other things, a random sample of timekeeping and payroll data, as well as information about the Aggrieved Employees and Defendant's wage and hour policies.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided in this Agreement, Defendant promises to pay One Hundred Thousand Dollars and Zero Cents ($100,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.3. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($33,333.33) and PAGA Counsel Litigation Expenses Payment of not more than Fifteen Thousand Dollars and Zero Cents ($15,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.3.1. To the Administrator: An Administrator Expenses Payment not to exceed Four Thousand Five Hundred Dollars and Zero Cents ($4,500.00) 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 $4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.2. To the Plaintiff: Subject to Court Approval, Plaintiff agrees to a PAGA Representative Award of not more than Five Thousand Dollars ($5,000.00), in addition to his Individual PAGA Payment as an Aggrieved Employee.

3.4. Payment from the Net Settlement Amount: The Administrator will make and deduct the following payments from the Net Settlement Amount, or the amounts specified by the Court in the Approval Order:

3.4.1. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $42,166.67 to be paid from the Net Settlement Amount, with 65% ($27,408.33) allocated to the LWDA PAGA Payment and 35% ($14,758.33) allocated to the

Individual PAGA Payments.

3.4.1.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($14,758.33) 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.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. As part of the Parties' settlement negotiations, Defendant transmitted PAGA Pay Period data to the Administrator to confirm the number of PAGA Pay Periods and Aggrieved Employees at issue. As of March 18, 2026, Phoenix Class Action Administration Solutions confirmed there are 6,207 PAGA Pay Periods and 260 Aggrieved Employees within the PAGA Period. The Administrator will submit a declaration to the Court with Plaintiff's Motion for Approval attesting to the confirmed data.

4.2. Aggrieved Employee Data. Within 15 days of the Court's Approval Order and Judgment, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant 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 Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Awards, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses

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

4.4.1. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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

5.1 <u>Plaintiff's Release</u>. Plaintiff and their 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 up to the Effective Date of this Settlement Agreement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 <u>Plaintiffs' Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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 and/or facts stated in the Operative Complaint and the PAGA Notice and/or ascertained in the course of the Action including, but not limited to, any claims for civil penalties based on Defendant's alleged: (a) failure to pay minimum, straight time, and overtime wages; (b) failure to provide legally compliant meal periods or pay meal period premiums; (c) failure to authorize and permit rest periods or pay rest period premiums; (d) failure to pay all earned wages twice per month; (e) failure to maintain accurate records of hours worked and meal periods; (f) failure to pay all commissions owed; (g) failure to timely pay final wages at termination; (h) failure to furnish accurate wage statements, and (i) failure to reimburse or indemnify all necessary business expenses.

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 based on the PAGA Period and/or facts stated in the Operative Complaint and the PAGA Notice.

5.4 Other PAGA claims

This Agreement is intended to cover and bar other PAGA claims that have been asserted, or reasonably could be asserted, by other representative Plaintiff(s) based on the PAGA Period and/or facts stated in the Operative Complaint and the PAGA Notice and/or ascertained in the course of the Action including, but not limited to, any claims for civil penalties based on Defendant's alleged: (a) failure to pay minimum, straight time, and overtime wages; (b) failure to provide legally compliant meal periods or pay meal period premiums; (c) failure to authorize and permit rest periods or pay rest period premiums; (d) failure to pay all earned wages twice per month; (e) failure to maintain accurate records of hours worked and meal periods; (f) failure to pay all commissions owed; (g) failure to timely pay final wages at termination; (h) failure to furnish accurate wage statements, and (i) failure to reimburse or indemnify all necessary business expenses.

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 Agreement.

6.1 Plaintiffs' Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for approval all documents necessary for obtaining Court approval of this Settlement under Labor Code Section 2699, subd. (s)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement and draft proposed Judgment; (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 Plaintiffs, 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. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator; and (iv) signed declaration(s) from the Plaintiff.

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 14 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order and Judgment 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this

Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, 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.

8.1 Waiver of Right to Appeal. Provided the Court approves this Settlement and enters an Order and Judgment thereon, 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.

9. ADDITIONAL PROVISIONS.

9.1No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 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.

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

9.4 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.

9.5 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.

9.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.7 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.

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

9.9 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.

9.10 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.

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

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

9.13 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.

9.14 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.

9.15 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:

Kelsey Szamet, Esq.
Email: Kelsey@kingsleylawyers.com
Jessi Bulaon, Esq.
Email : Jessi@kingsleylawyers.com
Kingsley Szamet, Employment Lawyers
16133 Ventura Boulevard, Suite 1200,
Encino, CA 91436

To Defendant:

Robert W. Thompson, Esq.
Email: rthompson@ctsclaw.com
Tina Hopper, Esq.

Email: thopper@ctsclaw.com
Callahan Thompson Sherman & Caudill LLP
2601 Main St., Suite 800
Irvine, California 92614

9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, 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.

9.17 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.

Dated: 3/26/2026, 2025

WISSAM SAAB, Plaintiff

Dated: 3/26/2026, 2025

FAB4, LLC dba Van Nuys Chrysler Dodge Jeep Ram, Defendant
Its:

EXHIBIT "2"

ALM RESEARCH

2007 NLJ Billing Survey

Fiscal Year - 2007

Billing Source-National Law Journal 12/11/2007

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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.

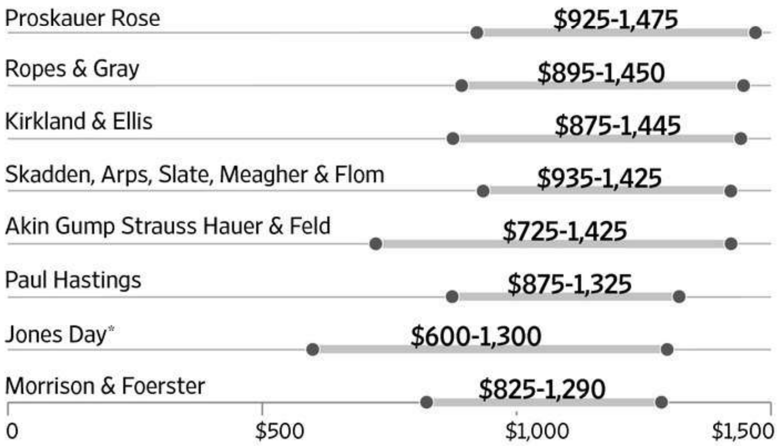
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as $1,475, while Ropes & Gray LLP’s tops out at $1,450, court papers show.

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

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

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

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

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

EXHIBIT "5"

FAB4 LLC adv. Saab, Wissam

Wissam Saab • •

Historic Cost

$13,212.77

Postage Cost — $5.80

Created: 3/25/2026 at 9:50 AM

Trialworks TaskCode
Postage Cost

Date Incurred
3/25/2026

Payee
VineSign

Notes
indiv and paga sa sent to client via vinesign
indiv and paga sa sent to client via vinesign

Filing Fee — $26.54

Created: 11/13/2025 at 9:29 AM

Trialworks TaskCode
Filing fees

Date Incurred
11/12/2025

Payee
One Legal

Description
OLINV#07726783-FAB4 paid 10.12.2025

Notes
Joint Report Filing Fees
Joint Report Filing Fees

Docs
OLINV#07726783-FAB4 paid 10.12.2025.pdf

Expert Fee — $6,507.50

Created: 11/12/2025 at 7:53 AM

Trialworks TaskCode
Expert Costs

Date Incurred
11/6/2025

Payee
Berger Consulting

Description
BCINV #16494 FAB4 paid 11.6.25

Docs
BCINV #16494 FAB4 paid 11.6.25.pdf

Filing Fee — $61.95

Created: 11/7/2025 at 2:56 PM

Trialworks TaskCode
Filing fees

Date Incurred
11/6/2025

Payee
One Legal

Description
OLINV#07711641-Fab4 paid 11.6.2025

Notes
Joint Post Med Report Courtesy fees
Joint Post Med Report Courtesy fees

Docs
OLINV#07711641-Fab4 paid 11.6.2025.pdf

Postage Cost — $5.80

Created: 10/7/2025 at 5:15 PM

Trialworks TaskCode
Postage Cost

Date Incurred
9/26/2025

Payee
VineSign

Notes
Ntc of updated mediation to client via VineSign
Ntc of updated mediation to client via VineSign

Filing Fee — $61.94

Created: 10/1/2025 at 12:16 PM

Trialworks TaskCode
Filing fees

Date Incurred
9/26/2025

Payee
One Legal

Description
OLINV#07568300-FAB4 paid 9.26.2025

Notes
SCR Courtesy
SCR Courtesy

Docs
OLINV#07568300-FAB4 paid 9.26.2025.pdf

Filing Fee — $26.54

Created: 10/1/2025 at 12:13 PM

Trialworks TaskCode
Filing fees

Date Incurred
9/25/2025

Description
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Notes
SCR FIling Fees
SCR FIling Fees

Docs
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Filing Fee — $61.95

Created: 8/29/2025 at 1:46 PM

Trialworks TaskCode
Filing Fees

Date Incurred
8/19/2025

Payee
One Legal

Description
OLINV #07436521 FAB4 paid 8.19.25

Notes
Notice courtesy copy and convenience fee
Notice courtesy copy and convenience fee

Docs
OLINV #07436521 FAB4 paid 8.19.25.pdf

Filing Fee — $27.57

Created: 8/15/2025 at 12:10 PM

Trialworks TaskCode
filing fee

Date Incurred
8/14/2025

Payee
One Legal

Description
OLINV#07422145 - Fab4 paid 8.14.25

Notes
ntc filing fees
ntc filing fees

Docs
OLINV#07422145 - Fab4 paid 8.14.25.pdf

Mediation Cost — $5,250.00

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

Trialworks TaskCode
Costs

Date Incurred
2/12/2025

Payee
Judicate West

Notes
This cost rolled over from June Mediation Session to October Mediation
This cost rolled over from June Mediation Session to October Mediation

Docs
A325653 - Kingsley - 09-05-2025 - Billing Statement receipt.pdf
Mediation Fee Paid - Fab4 2.12.25.pdf
Inv#654473 - Mediation Fee- PWKDRFT_325653_Eric_B__Kingsley_Es...

Filing Fee — $26.54

Created: 1/21/2025 at 11:24 AM

Trialworks TaskCode
costs

Date Incurred
1/21/2025

Payee
One Legal

Description
OLINV#06728780 Fab4 1.21.25

Docs
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Filing Fee
$61.95

Created: 1/21/2025 at 11:22 AM

Trialworks TaskCode
costs

Date Incurred
1/17/2025

Payee
One Legal

Description
OLINV#06727956 Fab4 1.17.25

Docs
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Filing Fee
$61.95

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

Trialworks TaskCode
costs

Date Incurred
12/31/2024

Payee
One Legal

Description
OLINV#06673284 Fab4 12.31.24

Docs
OLINV#06673284 Fab4 12.31.24.pdf

Research Cost
$189.02

Created: 10/10/2024 at 1:31 PM

Trialworks TaskCode
costs

Date Incurred
9/30/2024

Payee
Thomson Reuters

Description
billing period of 9/1/24-9/30/24

Filing Fee
$51.63

Created: 9/26/2024 at 7:21 AM

Trialworks TaskCode
costs

Date Incurred
9/23/2024

Payee
One Legal

Description
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Docs
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Filing Fee
$24.93

Created: 9/26/2024 at 7:10 AM

Trialworks TaskCode
costs

Date Incurred
9/20/2024

Payee
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Description
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Filing Fee
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Created: 9/11/2024 at 9:10 AM

Trialworks TaskCode
costs

Date Incurred
9/3/2024

Payee
One Legal

Description
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Docs
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Filing Fee
$51.48

Created: 9/10/2024 at 3:32 PM

Trialworks TaskCode
costs

Date Incurred
9/3/2024

Payee
One Legal

Description
OLINV#06334347 Fab4 9.3.24

Docs
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Court Cost
$55.99

Created: 9/19/2024 at 3:15 PM

Trialworks TaskCode
costs

Date Incurred
9/1/2024

Payee
OnCall

Description
OCINV#415482 Fab4 paid 9.1.24

Docs
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Filing Fee
$467.55

Created: 8/29/2024 at 12:09 PM

Trialworks TaskCode
costs

Date Incurred
8/26/2024

Payee
One Legal

Description
OLINV#06315591 Fab4 8.26.24

Docs
OLINV#06315591 Fab4 8.26.24.pdf

Filing Fee
$75.00

Created: 6/21/2024 at 1:09 PM

Trialworks TaskCode
filing fee

Date Incurred
6/21/2024

Payee
LWDA

Description
State of California - Department of Industrial Relations Customer Receipt - Purchase Confirmation Fab4

Docs
State of California - Department of Industrial Relations Customer Recei...

Created: 6/21/2024 at 12:33 PM
$0.60

Trialworks TaskCode
Copies

Date Incurred
6/21/2024

Payee
Paper Cut

Notes
Copies of Initial Records Request letter to mail to Def via cert mailing
Copies of Initial Records Request letter to mail to Def via cert mailing

Postage Cost

$26.07

Created: 6/21/2024 at 12:32 PM

Trialworks TaskCode	Date Incurred	Notes
Postage Cost	6/21/2024	Initial Records Request letter to Def via cert mailing Initial Records Request letter to Def via cert mailing

Created: 6/21/2024 at 12:20 PM

$1.20

Trialworks TaskCode	Date Incurred	Payee	Notes
Copies	6/21/2024	Paper Cut	Copies of PAGA letter to mail to Def via cert mailing Copies of PAGA letter to mail to Def via cert mailing

Postage Cost

$26.07

Created: 6/21/2024 at 12:19 PM

Trialworks TaskCode	Date Incurred	Notes
Postage Cost	6/21/2024	PAGA letter to Def via cert mailing PAGA letter to Def via cert mailing

Postage Cost

$5.80

Created: 10/1/2024 at 1:02 PM

Trialworks TaskCode	Date Incurred	Payee	Notes
Postage Cost	5/1/2024	DocuSign	retainer agreement to client for review/signature via DocuSign retainer agreement to client for review/signature via DocuSign

Filing Fee

$29.63

Created: 1/10/2025 at 2:09 PM

Trialworks TaskCode	Payee	Description	Docs

(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 April 10, 2026, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

CALLAHAN THOMPSON SHERMAN & CAUDILL LLP
Robert W. Thompson
RThompson@ctsclaw.com
Jack T. Ritchie
jritchie@ctsclaw.com
Tina Hopper
thopper@ctslaw.co
2601 Main Street, Suite 800
Irvine, CA 92614
Attorneys for Defendant

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

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

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

Executed on April 10, 2026, at West Hollywood, California.

Taylor Gregg