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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

KERRY HURLEY and LILI-ANN
BOYENS, on behalf of the State of
California, as private attorneys general,

PLAINTIFFS,

v.

LASERAWAY MEDICAL GROUP, INC.;
a Corporation; LASERAWAY, LLC, a
Limited Liability Corporation; and DOES 1
thru 50, inclusive,

DEFENDANTS.

Case No. CIV2201120

[Case Assigned for All Purposes to Hon. Stephen
P. Freccero in Dept. A]

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

*[Filed concurrently with Motion for Approval of
Representative Action Settlement; Kyle R.
Nordrehaug, Lisa Mullins of ILYM Group, Inc.;
Plaintiff Kerry Hurley, and Plaintiff Lili-Ann
Boyens; [Proposed] Order, and Judgment]*

Date: TBD

Time: TBD

Dept.: A

Complaint Filed: April 21, 2022

FAC: July 9, 2024

Trial Date: None Set

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I, Kelsey M. Szamet, declare as follows:

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

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

3. I graduated 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”.

BACKGROUND OF THE CASE AND RELEVANT PROCEDURAL HISTORY

5. On February 11, 2022, Plaintiff Kerry Hurley submitted a letter to the Labor and Workforce Development Agency (“LWDA”) and served Defendant LaserAway Medical Group, Inc. regarding penalties pursuant to Labor Code § 2699 for alleged violations of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and alleged violation of the applicable Industrial Welfare Commission Wage Order(s).

6. Plaintiff Hurley did not receive any response from the LWDA to the formal written notice.

7. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs contend that gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

8. On April 21, 2022, Plaintiff Kerry Hurley commenced this action by filing a Private

1 Attorneys General Act (“PAGA”) complaint against Defendant titled *Kerry Hurley v. LaserAway*
2 *Medical Group, Inc.*, Marin County Superior Court Case No. CIV2201120, for penalties pursuant to
3 Labor Code § 2699 for Defendant LaserAway Medical Group, Inc.’s alleged violations of Labor
4 Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512,
5 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and alleged violation of the applicable Industrial
6 Welfare Commission Wage Order(s).

7 9. As a part of the Agreement in this case, Plaintiffs agreed to supplement their
8 respective PAGA Letters to the LWDA to name LaserAway, LLC as a named defendant.

9 10. Plaintiff Lili-Ann Boyens submitted an amended PAGA letter on February 22, 2024.

10 11. Plaintiff Kerry Hurley submitted an amended PAGA letter on March 7, 2024.

11 12. On March 9, 2022, Plaintiff Lili-Ann Boyens submitted a letter to the LWDA and
12 served Defendant regarding penalties pursuant to Labor Code §§ 2699 for violations of California
13 Labor Code §§ 201, 202, 203, 204(d), 210, 226, 226(a), 226.7, 512, 1198.5, and 2802.

14 13. Also on March 9, 2022, Plaintiff Lili-Ann Boyens filed a class action complaint
15 against Defendant LaserAway Medical Group, Inc. in Los Angeles County Superior Court, case no.
16 22STCV08618.

17 14. On May 16, 2022, Plaintiff Lili-Ann Boyens amended her case to add an additional
18 cause of action pursuant to PAGA for the Labor Code violations previously alleged.

19 15. Defendant LaserAway Medical Group, Inc. successfully compelled Plaintiff Lili-
20 Ann Boyens’ individual claims to arbitration and Plaintiff was ordered to dismiss the class claims on
21 July 27, 2022. Plaintiff Lili-Ann Boyens submitted her individual claims to arbitration on August
22 15, 2022.

23 16. Having reached an agreement to coordinate their litigation efforts, Plaintiff Hurley
24 filed a First Amended Complaint to add Plaintiff Lili-Ann Boyens as an additional PAGA
25 representative, (ii) add any facts, theories, or claims alleged by Boyens, (iii) add any facts or theories
26 of liability raised by Plaintiffs at mediation, and (iv) add LaserAway, LLC as a named defendant in
27 the Action, on July 9, 2024. The First Amended Representative Action Complaint is the operative
28 complaint (the “Operative Complaint.”) in the Action.

- 1 17. Plaintiffs now seek approval in this matter because it was the first-filed case.
- 2 18. On October 26, 2022, Defendant filed a Notice of Related Case, requesting Hon.
- 3 David Cunningham formally relate the *Hurley v. Laseraway Medical Group, Inc.*, Case No.
- 4 CV2201120 (*Hurley* PAGA Action) with: *Boyens v. Laseraway Medical Group, Inc.*, Case No.
- 5 22STCV08618 (*Boyens* PAGA Action); *Hurley v. Laseraway Medical Group, Inc.*, Case No.
- 6 CIV2200617 (*Hurley* Class Action); *Zakhrabova v. Laseraway Medical Group, Inc.*, Alameda
- 7 Superior Court, Case No. 22CV011653; and *Gonzalez v. Laseraway Medical Group, Inc.*, Case No.
- 8 22STCV21526.
- 9 19. On December 13, 2022, the Court formally related the *Gonzalez* and *Boyens*
- 10 Actions, deeming the *Boyens* Action as the lead case.
- 11 20. On August 21, 2023, Defendant filed another Notice of Related Case, seeking to
- 12 relate an additional case, *Pich v. Laseraway Medical Group, Inc.*, Case No. 23STCV01082, to the
- 13 *Boyens* action.
- 14 21. On August 31, 2023, the Court formally related the *Pich* Action.
- 15 22. Plaintiffs Hurley and Boyens represent non-exempt employees in this Action.
- 16 23. In contrast, it is Plaintiffs’ understanding that the *Pich* and *Gonzalez* Actions involve
- 17 draw/commission-based remote sales employees who were classified as outside and/or inside
- 18 salespersons.
- 19 24. As of the filing of this motion, it is Plaintiffs’ understanding that the *Gonzalez* Action
- 20 has also settled separate and apart from this Action.
- 21 25. The *Gonzalez* settlement has no effect on the settlement reached here, given that the
- 22 *Gonzalez* Action represents a different group of Laseraway’s employees, and there is no overlap.
- 23 26. The Parties engaged in informal pre-mediation discovery. Prior to mediation,
- 24 Plaintiffs obtained, through informal discovery, Plaintiffs’ personnel files, time records, and pay
- 25 data, along with time and pay data for a sampling of the Aggrieved Employees.
- 26 27. On January 24, 2024, the Parties participated in an all-day mediation presided over
- 27 by Kevin T. Barnes which led to this Agreement to settle the Action.
- 28 28. The Parties engaged in good faith, arms-length negotiations concerning possible

1 resolution of the claims asserted in the Litigation. The Parties were able to reach a tentative
2 settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the
3 Court.

4 29. The Parties negotiated the terms and conditions of the Settlement and now present
5 the agreed-upon Settlement to the Court for Approval.

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

11 PAGA ACTIONS AND THE REQUIREMENTS

12 31. An additional and important issue to consider when evaluating the risks associated
13 with a representative PAGA claim are the recent amendments to the statute.

14 32. On July 1, 2024, Governor Newsom signed AB 2288 and SB 92 which reformed
15 PAGA's penalty structure as well as its standing requirements.

16 33. The new legislation caps penalties imposed on employers who quickly cure the
17 Labor Code violations after receiving a PAGA notice, and also requires that the representative
18 plaintiff personally experience the alleged Labor Code violations brought in the action.

19 34. While this new legislation is not retroactive, courts may still take these reforms into
20 consideration when adjudicating a PAGA action at trial.

21 THE SETTLEMENT

22 35. Defendants will pay the total sum of \$794,000.00 in full and final settlement of the
23 PAGA claims alleged.

24 36. Per the Settlement, the amount is allocated as follows:

25 Gross Settlement Amount:	\$794,000.00
26 PAGA Counsel Fees Payment:	\$264,666.67
27 PAGA Counsel Litigation Expenses Payment:	\$15,810.33
28 Administrator Expenses Payment:	\$10,550.00
Named Plaintiffs' Litigation Enhancement Payment :	\$10,000.00 (\$5,000.00 to each Plaintiff)

PAGA Penalties:

\$492,973.00

(\$369,729.75 to the LWDA; \$123,243.25 to Aggrieved Employees)

37. The Agreement provided for counsel to receive cost reimbursement up to \$20,000. However, counsel's final costs come to \$15,810.33.

38. The extra \$4,189.67 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 \$488,783.33 contemplated in the settlement agreement.

39. For settlement purposes, the Aggrieved Employees are defined as: "all individuals who are or previously were employed by Defendants LaserAway Medical Group, Inc. and/or LaserAway, LLC (collectively "Defendants") in a non-exempt capacity in California at any time during the period from February 11, 2021 through March 24, 2024. The Aggrieved Employee group excludes any employees who worked as outside sales employees during the PAGA Period, except to the extent such employees also worked in a non-exempt capacity at any time during the PAGA Period, in which case such employees are included" ("Aggrieved Employee").

40. The PAGA Period is February 11, 2021, to March 24, 2024.

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

RISKS AND EVALUATION OF THE SETTLEMENT

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

43. Plaintiffs believed that Defendants may persuasively argue that the Court should exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under PAGA.

44. 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

1 error or inadvertent mistake.”

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

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

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

21 48. Plaintiffs contend that Defendants did not pay Aggrieved Employees for all time
22 worked, meaning the time during which an employee is subject to the control of an employer,
23 including all the time the employee is suffered or permitted to work.

24 49. Plaintiffs and the Aggrieved Employees were allegedly required to perform pre-shift
25 work.

26 50. At the start of each shift, Plaintiffs and the Aggrieved Employees contend that they
27 were required to clock in using computers shared with other employees.

28 51. There was off-the-clock time incurred: finding an available computer, interrupting

1 nurses who may have been using the computer, then loading the software used to officially clock in.

2 52. Plaintiffs also allege that they and other Aggrieved Employees were often required
3 to accept linen or courier deliveries before they were allowed to clock in at the start of their scheduled
4 shift.

5 53. Defendants required Plaintiffs and Aggrieved Employees to submit to mandatory
6 temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into
7 Defendants' timekeeping system for the workday.

8 54. Moreover, Plaintiff Boyens contends that she and other Aggrieved Employees were
9 expected to clock out for meal periods but continue working off the clock.

10 55. Plaintiff Boyens argued that she was also often single-staffed with no one to relieve
11 her of her duties but was required to remain at the front desk and attend to patients as needed.

12 56. Plaintiff and other Aggrieved Employees allege that they are entitled to wages earned
13 for the work performed off-the-clock.

14 57. Plaintiffs further allege that they were required to communicate with Defendants'
15 supervisors outside of working hours regarding work-related issues.

16 58. Plaintiffs and the Aggrieved Employees were also not compensated for off the clock
17 travel time between Defendants' locations.

18 59. Plaintiffs and the Aggrieved Employees were also required to undergo mandatory
19 drug testing or any other testing and/or examination required as a condition of employment.

20 60. Plaintiffs and the Aggrieved Employees allege that they were not paid at the
21 minimum wage, for overtime wage compensation, and for on-duty meal breaks at the applicable
22 rates.

23 61. Defendants vehemently disputed this claim

24 62. They maintained that all of their written policies clearly prohibited any off the clock
25 work and if it was incurred, that it must be promptly reported to a supervisor.

26 63. Defendants argued that Plaintiff's theories of liability would each be extremely
27 difficult to prove on a representative basis.

28 64. Because there are no written time or pay records that could be used by Plaintiffs to

1 substantiate their claim, Defendants argued that this case would devolve into a series of mini-trials
2 wherein Defendants would have the right to question each and every allegedly aggrieved employees
3 as to whether they contended that they worked any unpaid time and, if so, why they contend the time
4 was not properly paid.

5 65. As to off the clock work, Defendants argued that it did not instruct employees to
6 perform any duties off the clock, that employees who did perform these duties off-the-clock did so
7 without permission, or that it was unaware that employees were working of the clock because it was
8 never reported and this off-the-clock work was unauthorized.

9 66. Defendants would likely argue that if there was any unauthorized pre-shift waiting
10 time to clock in at shared computers or the time spent undergoing temperature checks was *de*
11 *minimis*.

12 67. It also argued that it paid meal premiums for any non-compliant meal periods.

13 68. Plaintiffs and the Aggrieved Employees are compensated at an hourly rate plus
14 incentive pay that is tied to specific elements of an employee's performance.

15 69. The non-discretionary incentive program provided all employees paid on an hourly
16 basis with incentive compensation when the employees met the various performance goals set by
17 Defendants.

18 70. When calculating the regular rate of pay in order to pay overtime and meal and rest
19 break premiums to Plaintiffs and the Aggrieved Employees, Plaintiffs allege that Defendants failed
20 to include the incentive compensation as part of the employees' "regular rate of pay" for purposes
21 of calculating overtime pay and meal and rest break premium pay.

22 71. Plaintiffs allege that Defendants' failure to do so has resulted in an underpayment of
23 overtime compensation and meal and rest break premiums to Plaintiffs and the Aggrieved
24 Employees by Defendants.

25 72. Plaintiffs believed that at trial, Defendants would likely argue that any purported
26 failure to blend violations were merely a result of a clerical error.

27 73. Defendants would likely argue that it did properly pay Plaintiffs and the Aggrieved
28 Employees all wages owed, or at the very least, it demonstrated good-faith in paying all wages owed.

1 74. Defendants would argue that if there was any such blending mistake made, it would
2 result in an underpayment of very small amounts such as a few cents here or there and it would not
3 likely result in a court awarding large civil penalty against it.

4 75. Plaintiffs acknowledge that there is substantial risk in pursuing this wage claim and
5 determined that the present settlement was fair and reasonable in light of these risks.

6 76. Plaintiffs alleged that Defendants violated California's meal break laws by not
7 allowing aggrieved employees to take actual daily meal breaks.

8 77. Due to the hectic nature of their job, Plaintiffs alleged that they and other aggrieved
9 employees were frequently unable to take a compliant meal period. Because Plaintiffs allege that
10 they and aggrieved employees were required to communicate with and assist customers and schedule
11 appointments for customers throughout their shifts, they had no time to take lawful uninterrupted
12 meal periods if they were to complete their required assignments. If Plaintiffs or aggrieved
13 employees ever failed to complete their assignments, they would be subject to potential discipline
14 up to and including termination.

15 78. Plaintiffs alleged that they and aggrieved employees were routinely discouraged and
16 prevented from taking uninterrupted meal periods in order to complete their assignments and avoid
17 the imposition of potential disciplinary measures.

18 79. Plaintiffs also alleged that Defendants violated California's meal period laws by not
19 paying Plaintiffs and aggrieved employees an extra hour of wages for each missed or improper meal
20 period.

21 80. In response, Defendants argued that it maintained a valid written meal period policy
22 at all times and that aggrieved employees were provided with legally compliant meal periods.

23 81. As with the wage claim, Defendants argued that Plaintiff's theory of liability would
24 be extremely difficult to prove on a representative basis because the time records largely showed
25 compliant meal periods, so Defendants would argue that it would be entitled to inquire of each
26 aggrieved employee, on each day whether or not they were provided with compliant meal periods.
27 Defendants would also have argued that it has no obligation to "guarantee" or "ensure" that meal
28 periods are taken by all employees at all times. *Brinker, supra*, 53 Cal. 4th at 1040 (employers are

1 “not obligated to police meal breaks and ensure no work thereafter is performed”). Rather, an
2 employer satisfies (as Defendants would argue) its obligation to provide meal periods if “it relieves
3 its employees of all duty, relinquishes control over their activities and permits them a reasonable
4 opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from
5 doing so.”

6 82. Plaintiffs were confident that Defendants would attempt to gather testimonial
7 evidence from aggrieved employees indicating that the records were accurate and either they took
8 compliant meal breaks as reflected in the records or were paid a meal period premium in lieu thereof.

9 83. Though Plaintiffs do not believe this was the case, Plaintiff must acknowledge it
10 poses risks at trial.

11 84. There is risk as to both sides as to what declarations and depositions of aggrieved
12 employees might reveal.

13 85. Plaintiffs had to consider that Defendants could secure several declarations from
14 aggrieved employees that all compliant breaks were “provided”, but that they may have chosen to
15 take late breaks or forego breaks on occasion.

16 86. Plaintiff acknowledged there was significant risk as to establishing liability on the
17 meal period claim on a representative basis.

18 87. Plaintiff believes it is fair and reasonable to discount the meal period claim for
19 settlement purposes.

20 88. Plaintiffs rest period claim arises from an allegedly common course of conduct
21 wherein Defendants failed to provide employees with the opportunity to take 10-minute rest breaks
22 in compliance with California law because the nature of the job was so hectic.

23 89. These alleged violations were due to heavy workload and short staffing by
24 Defendants.

25 90. Defendants argued that Plaintiffs’ rest period claim cannot readily be proven as to all
26 aggrieved employees because California law does not require employees to record rest periods.

27 91. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendants
28 would have argued that there was simply no way to know (1) whether a break was taken on any

1 given day; and (2) if not, why not.

2 92. For each instance where an employee contends that she did not take a 10-minute rest
3 period by the end of the fourth hour of work, the trier of fact would still have to determine why that
4 particular employee had less than their full allotment of rest time. Defendants accordingly would
5 have argued that rest break claims are inherently individualized in nature because employers only
6 need to “authorize and permit” breaks; they need not ensure that rest breaks are taken.

7 93. Plaintiffs had to acknowledge that it could potentially be easy for Defendants to
8 defeat this claim if it was able to gather testimonial evidence from aggrieved employees indicating
9 that they were provided the opportunity to take all required rest breaks each day.

10 94. Though Plaintiffs do not believe this was the case, Plaintiff must acknowledge it
11 poses serious risks as to establishing liability.

12 95. Just as with meal periods, there is risk as to both sides as to what declarations and
13 depositions of aggrieved employees might reveal.

14 96. Plaintiffs believe discounting this claim for Settlement purposes was appropriate
15 periods.

16 97. Plaintiffs allege that Defendants failed to provide them and the Aggrieved Employees
17 with complete and accurate wage statements which failed to show, among other things, the correct
18 gross and net wages earned.

19 98. Plaintiffs and the Aggrieved Employees were paid on an hourly basis, and thus, this
20 claim is derivative of Plaintiffs’ wage (including regular rate), meal, and rest claims. As such,
21 Plaintiffs contend the wage statements should reflect all applicable hourly rates during the pay period
22 and the total hours worked, and the applicable pay period in which the wages were earned pursuant
23 to California Labor Code Section 226(a).

24 99. The wage statements Defendants provided to Plaintiffs and the Aggrieved
25 Employees allegedly failed to accurately identify such information, because the wage statements did
26 not properly list wages for off-the-clock work, any overtime as a result thereof, and all meal/rest
27 premiums owed.

28 100. Plaintiffs also allege that when they and the Aggrieved Employees were issued

1 itemized wage statements with meal or rest premiums, they were either not listed at the accurate rate,
2 or were paid at the wrong rate due to Defendants' failure to blend.

3 101. Again the risks flow from the underlying unpaid wages and meal/rest claims, but the
4 main risk taken into account is that wage statement claims are vulnerable to an argument that
5 aggrieved employees did not suffer any harm.

6 102. Defendants commonly argue that, without more, wage statement claims are nothing
7 but technical violations for which a court should award a dramatically reduced civil penalty, if
8 anything at all.

9 103. This claim is derivative to the underlying unpaid wages claim discussed above.

10 104. Defendants vehemently denied that it ever failed to timely pay wages that were due
11 and owing.

12 105. Plaintiffs and their Counsel believes it is fair and reasonable to discount this claim
13 for settlement purposes.

14 106. By failing to accurately record all hours actually worked and failing to pay for all
15 hours worked as described above, Defendants failed to provide all paid sick leave.

16 107. Plaintiffs alleged that Defendants provided less paid sick leave than actually owed
17 since the hours used to accrue sick leave were allegedly inaccurate during meal periods and thus
18 providing less paid sick leave than actually owed since the hours used to accrue sick leave were
19 inaccurate.

20 108. Defendants denied this claim and argued that it provided compliant sick leave at all
21 times during the liability period and that it did itemize the sick pay correctly.

22 109. A review of the itemized wage statements suggests Defendants are correct and the
23 likelihood of success of the merits was not strong.

24 110. Plaintiff believes it was reasonable to dramatically discount this claim for settlement
25 purposes.

26 111. Plaintiffs and numerous Aggrieved Employees are no longer employed by
27 Defendants, and Plaintiffs allege that Defendants failed to pay all wages owed and due upon their
28 termination and/or resignation.

1 112. Plaintiffs contend that Defendants failed to properly pay all wages due and all
2 overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40)
3 hours per week.

4 113. The risk analysis for the section 203 claim flows from the risk analysis for the
5 underlying wage claim discussed above as derivative waiting-time penalties are only as strong as the
6 underlying predicate claims and are subject to good faith defenses.

7 114. If Defendants could prove, as it contends, that Aggrieved Employees were properly
8 paid for all hours worked and any meal/rest periods actually owed, there would be no recovery of
9 wages and no waiting time penalties that flow therefrom.

10 115. The other significant risk that Plaintiff analyzed, however, is that to establish liability
11 for waiting time penalties, Plaintiff would have to establish not only that the underlying violations
12 occurred, but also that Defendants' conduct was "willful."

13 116. If Defendants could establish that any alleged failure was the result of mistake or
14 oversight and not "willful", then it is possible that Plaintiff would not be able to recover penalties for
15 this claim.

16 117. Plaintiff determined that accepting a discount for settlement purposes was
17 appropriate.

18 118. Plaintiffs alleged Defendants maintain a consistent policy of unlawfully deducting
19 wages from Plaintiffs' and all aggrieved employees in violation of Labor Code § 221.

20 119. By making these unauthorized deductions from Plaintiffs and all aggrieved
21 employees' earned wages, Plaintiffs alleged that they and all aggrieved employees were paid less
22 than the applicable minimum wage required under California law.

23 120. This claim is also derivative to the underlying unpaid wages claim discussed above.

24 121. Defendants vehemently denied that it ever withheld wages.

25 122. Taking this argument into account, Plaintiff and his Counsel believes it is fair and
26 reasonable to discount this claim for settlement purposes.

27 123. Plaintiffs allege that they and the Aggrieved Employees were required by Defendants
28 to use their own personal cellular phones and computers as a result of and in furtherance of their job

1 duties, but were not reimbursed for this business use.

2 124. Plaintiffs and the Aggrieved Employees were required by Defendants to use their
3 own computers, download and pay for phone applications on their personal cell phones, be available
4 by cell phone, and answer/use their personal cell phones consistently to perform their job duties.

5 125. These cell phones and computers were not provided by Defendants and, as a result,
6 Plaintiffs allege that they and the Aggrieved Employees incurred unreimbursed business expenses
7 which included, but were not limited to, costs related to the use of their personal cellular phones and
8 computers in violation of Labor Code §2802.

9 126. The main risk here is the factual dispute at hand.

10 127. Defendants contend that it does not require Aggrieved Employees to use personal
11 cellphones and that it provides work phones that are readily available and computers for email usage.

12 128. Defendants argued that there was no need for any other non-exempt employees to
13 use personal cellphones or travel between stores.

14 129. The main risk taken into account here is that Plaintiffs contend they sometimes
15 worked from home during a limited timeframe due to covid restrictions.

16 130. Plaintiffs anticipated that Defendants would argue primarily that it provided all
17 necessary tools, but to the extent it did not, any exposure was limited to a very small group of
18 Aggrieved Employees for a short window of time who may have chosen to use their personal
19 cellphones for work related purposes out of convenience.

20 131. If Defendants were able to establish such, there could be no recovery at all for this
21 claim.

22 132. Plaintiffs determined that discounting the reimbursement claim for settlement
23 purposes was fair and reasonable.

24 133. In light of all these significant risks to the alleged Labor Code violations and given
25 that PAGA gives the Court broad discretion to reduce any penalties ultimately awarded, PAGA
26 Counsel determined that the Gross Settlement Amount of \$794,000.00 was fair and reasonable.

27 134. Plaintiffs also considered the effect the recent PAGA reform may have on the court's
28 decision at trial. While the amendments make a passing reference to a court's ability to "stack"

1 penalties for numerous violations, there is a dearth of caselaw even before the amendment where a
2 court has utilized “stacking.”

3 135. The new legislation caps penalties imposed on employers who quickly cure the Labor
4 Code violations after receiving a PAGA notice, and also requires that the representative plaintiff
5 personally experience the alleged Labor Code violations brought in the action, which could impact
6 a court’s decision in awarding PAGA penalties to Plaintiffs here, who may have not experienced
7 every single Labor Code violation.

8 136. While this new legislation is not retroactive, courts may still take these reforms into
9 consideration when adjudicating a PAGA action at trial.

10 137. Based on these figures, the maximum potential exposure for the PAGA claims for
11 the Aggrieved Employees is \$4,150,000 (41,500 pay periods at issue multiplied by \$100 a pay
12 period) without the “stacking” of penalties.

13 138. Given the risks to the merits above, and in light of the immense discretion available,
14 Plaintiffs believe the Settlement is reasonable.

15 139. While there is no authority available on this issue, a court could conceivably “stack”
16 per pay periods violations, and the full potential value could balloon up to over \$37,000,00.00
17 (\$4,150,000 x 9 distinct claims alleged), but in light of the immense discretion available, Plaintiffs
18 believe that is not a likely outcome and the Settlement is reasonable.

19 140. Plaintiffs acknowledge that several violations, such as the meal or rest violations,
20 could be very difficult to prove on a representative basis.

21 141. A court exercising its discretion to significantly reduce the civil penalty awarded
22 under PAGA is not a rare occurrence.

23 142. If the Court found that Defendants made good-faith attempts to comply, that
24 violations were minimal, or that the violations were inadvertent, the amount of PAGA penalties
25 awarded could significantly be reduced.

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

1 be only \$415,000, nearly half of the Settlement obtained here.

2 **ATTORNEY COMPETENCE**

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

- 10 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
11 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
12 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 13 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
14 December 2005, Honorable Rita Miller granted final approval of Settlement in the
15 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 16 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
17 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
18 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 19 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
20 2008, the Honorable Mary Thornton House granted final approval of Settlement
21 in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request
22 of 33 1/3%.
- 23 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
24 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
25 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
26 33.3%.
- 27 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
28 March 2012, the Honorable James P. Kleinberg granted final approval of

1 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
2 fees request of 33.3%.

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

7 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
8 2014, the Honorable William F. Highberger granted final approval of Settlement
9 in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request
10 of 33.33%.

11 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
12 00705 AWIJLT). This certified class action was approved for final settlement by
13 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
14 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

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

19 k. *Kane et al. v. Valley Shurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March
20 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
21 Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in
22 attorney's fees.

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

27 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter
28 was proposed for final settlement by the Honorable Richard L. Fruin on February

1 19, 2016, in the gross amount of \$5,250,000.

2 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).

3 The matter was approved for final settlement by the Honorable Lee Smally
4 Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees
5 request of 38%.

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

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

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

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

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

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

28 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,

1 filed January 27, 2015) (court granted contested class certification and appointed
2 Kingsley & Kingsley, APC as PAGA Counsel).

3 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C
4 0214). contested class certification granted in June 2020.

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

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

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

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

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

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

18 148. As detailed fully in the Settlement, the settlement provides for Defendants to create
19 a Gross Settlement Amount of \$794,000.00. From that fund, Plaintiffs requests an award of
20 attorneys' fees for PAGA Counsel in the amount of \$264,666.67, or 33.33% of the Gross Settlement
21 Amount, and \$15,810.33 in reimbursement for litigation costs.

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

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

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

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

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

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

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

155. 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".

156. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well

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

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

6 157. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
7 PAGA Counsel have an aggregate lodestar in the amount of \$349,690.00 which represents 496.35
8 hours of attorney work on this litigation from its inception through the date of this filing of
9 Plaintiff’s instant Motion.

10 158. As such, PAGA Counsel is not asking for a lodestar multiplier.

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

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

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

19 162. To achieve the ultimate result in this case, my firm had to incur substantial risk
20 and expense, and were precluded from taking other fee generating employment for 496.35 hours
21 of attorney time.

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

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

28 165. PAGA Counsel litigated this action with great efficiency in light of the amount of

1 work required to achieve the Settlement.

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

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

6 168. Mr. Kingsley is a 28-year attorney with expertise in wage and hour class action
7 lawsuits and representative actions. He was also a key player in the recent PAGA amendment
8 negotiations.

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

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

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

18 172. My office billed for the following five attorneys for work performed on this case:
19 Eric Kingsley, Ari J. Stiller, Jessica Adlouni, Jessica Bulaon, and me.

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

24 174. Ari J. Stiller, a senior associate at Kingsley & Kingsley, APC, has a billing rate of
25 \$725 per hour. Mr. Stiller is an 11-year attorney whose practice focuses on employment litigation,
26 including wage and hour class actions, discrimination, harassment, and wrongful termination
27 claims. Mr. Stiller graduated Phi Beta Kappa with a B.A. from Colorado College in 2006 and
28 received his J.D. from University of Colorado School of Law in 2013, where he was an associate

1 editor of the law review and president of his class. Mr. Stiller formerly practiced on the motions
2 and appeals team at a prominent Los Angeles law firm and served as a judicial fellow to Judge
3 Paul Watford in the U.S. Court of Appeals for the Ninth Circuit.

4 175. Jessica Adlouni is an Associate Attorney at Kingsley & Kingsley, APC. She is
5 billed at \$500 per hour. Ms. Adlouni obtained her Bachelor of Arts from UCLA and her juris
6 doctor from UCLA School of Law in May 2019.

7 176. Jessi Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon is
8 a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her
9 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's
10 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment
11 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a
12 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of
13 2021. She is billed at \$450 per hour.

14 177. The qualifications of Co-Counsel Blumenthal Nordrehaug Bhowmik De Blouw LLP
15 are discussed in the concurrently filed Declaration of Kyle Nordrehaug.

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

24 179. PAGA Counsel's charged rate are commensurate with the prevailing market rates in
25 Marin County for attorneys of comparable experience and skill handling complex litigation.

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

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

182. PAGA Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet, is \$878, a reasonable rate for an attorney with 11 years of experience, such as Mr. Stiller, is \$878, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Adlouni, is \$538, and a reasonable rate for an attorney with 3 years or less of experience, such as Ms. Bulaon is \$437. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit "4".

183. Kingsley & Kingsley, APC attorneys' fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	19.9	\$1,100.00	\$21,890.00
Kelsey M. Szamet	156.1	\$800.00	\$124,880.00
Ari J. Stiller	7.9	\$725.00	\$5,727.50
Jessica Adlouni	26.5	\$500.00	\$5,727.50
Jessica Bulaon	53.95	\$450.00	\$24,277.50
KINGSLEY TOTAL ATTORNEYS' FEES	264.35		\$190,025.00¹

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Nicholas De Blouw	63.0	\$850.00	\$53,550.00
Ricardo Ehmann	37.75	\$675.00	\$25,481.25
Scott Blumenthal	13.2	\$450.00	\$5,940.00
AJ Bhowmik	16.0	\$895.00	\$14,320.00

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

1	Norm Blumenthal	1.25	\$995.00	\$1,243.75
2	Charlotte James	42.0	\$550.00	\$23,100.00
3	Piya Mukherjee	19.25	\$750.00	\$14,437.50
4	Kyle Nordrehaug	7.25	\$950.00	\$6,887.50
5	Victoria Rivapalacio	21.1	\$550.00	\$11,605.00
6	Gerardo Galaviz	11.3	\$250.00	\$2,825.00
7	Karla Horne	1.1	\$250.00	\$275.00
8	BNBD TOTAL ATTORNEYS' FEES	232		\$159,665.00

184. The aggregate lodestar is set forth below:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>TOTALS</u>
KINGSLEY & KINGSLEY, APC	264.35	\$190,025.00
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP	232	\$159,665.00
TOTAL ATTORNEYS' FEES	496.35	\$349,690.00

185. In conjunction with Blumenthal Nordrehaug Bhowmik De Blouw LLP, Kingsley Szamet & Ly has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiffs and witnesses and flushing out facts and issues;
- b. researching employer and related causes of action;
- c. researching other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing relevant claims under B&P 17200;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. regular meetings and or communicating with the Plaintiffs;

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

186. Based on the aggregate lodestar, PAGA Counsel is not requesting a multiplier.

187. I believe the request for attorneys' fees in the amount of \$264,666.67 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, PAGA Counsel's diligent litigation efforts and experience led to an outstanding settlement.

THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

188. 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 \$20,000.00.

189. To date, PAGA Counsel has incurred \$15,210.33 in costs.

190. PAGA Counsel anticipates incurring an additional \$600.00 in costs to file and serve

1 this motion, but the Settlement provides for a reimbursement of litigation costs of up to \$20,000.00.

2 191. As such, counsel is requesting a cost reimbursement of \$15,810.33.

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

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

8 194. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
9 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
10 should approve the request for reimbursement in the amount of \$15,810.33.

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

12 195. The Settlement calls for an enhancement payment of \$10,000.00 to the named
13 Plaintiffs (\$5,000.00 each), to be paid from the Gross Settlement Amount.

14 196. The time spent by Kerry Hurley and Lili-Ann Boyens, detailed in their concurrently
15 filed declarations, includes identifying competent counsel, providing information to PAGA Counsel
16 regarding Plaintiffs' relevant employment experiences, compiling documents, meeting with PAGA
17 Counsel frequently to discuss the status of the case and the theories of liability, reviewing settlement
18 documents, and making themselves available for a full day of mediation.

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

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

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

23 **AGENCY**

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

1 **EXHIBITS**

2 200. Attached hereto as Exhibit “1” is a true and correct copy of the fully-executed PAGA
3 Settlement Agreement.

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

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

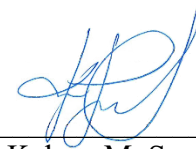
8 203. Attached hereto as Exhibit “4” is a true and correct copy of the 2023-2024 Adjusted
9 Laffey Matrix.

10 204. Attached hereto as Exhibit “5” is a true and correct copy of the KINGSLEY &
11 KINGSLEY, APC costs ledger reflecting costs incurred in this matter.

12 205. Attached hereto as Exhibit “6” is a true and correct copy of the proof of submission
13 to the LWDA as referenced in paragraph 199 above.

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

16 This declaration was executed this 13th day of August, 2024, in Altadena, California.

17 

18 _____
19 Kelsey M. Szamet

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Lili-Ann Boyens and Kerry Hurley (collectively, “Plaintiffs”) and Defendants LaserAway Medical Group, Inc. and LaserAway, LLC (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against LaserAway Medical Group, Inc. and LaserAway, LLC captioned *Kerry Hurley; Lili-Ann Boyens v. LaserAway Medical Group, Inc.; LaserAway, LLC* initiated on April 21, 2022 and pending in the Superior Court of the State of California, County of Marin, case no. CIV2201120.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all individuals who are or previously were employed by Defendants LaserAway Medical Group, Inc. and/or LaserAway, LLC (collectively “Defendants”) in a non-exempt capacity in California at any time during the period from February 11, 2021 through March 24, 2024. The Aggrieved Employee group excludes any employees who worked as outside sales employees during the PAGA Period, except to the extent such employees also worked in a non-exempt capacity at any time during the PAGA Period, in which case such employees are included.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Marin.
- 1.8. “Defense Counsel” means Epstein Becker & Green, P.C.

- 1.9. “Effective Date” means the date on which the Court’s Approval Order and Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after notice of entry of the Judgment is submitted to the LWDA in accordance with Labor Code section 2699, subdivision (1)(3); (ii) if there is an appeal of the Court’s judgment, the date the Approval Order and Judgment are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Approval Order and Judgment are affirmed pursuant to such petition.
- 1.10. “Gross Settlement Amount” means \$794,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Kingsley & Kingsley, APC and Abramson Labor Group (collectively, “Kingsley”), the attorneys representing the Plaintiffs in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

- 1.19. “PAGA Period” means the period from February 11, 2021 through March 24, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notices” means Plaintiff Kerry Hurley’s February 11, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a); Plaintiff Lili-Ann Boyens’ March 9, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a); and Plaintiff Kerry Hurley’s March 7, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$112,195.83) and the 75% to LWDA (\$366,587.50) in settlement of PAGA claims.
- 1.23. “Plaintiffs” means Kerry Hurley and Lili-Ann Boyens, the named plaintiffs in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendants” means named Defendants LaserAway Medical Group, Inc. and LaserAway, LLC.

2. RECITALS.

- 2.1. On February 11, 2022, Plaintiff Kerry Hurley submitted a letter to the Labor and Workforce Development Agency (“LWDA”) and served Defendant LaserAway Medical Group, Inc. regarding penalties pursuant to Labor Code § 2699 for alleged violations of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and alleged violation of the applicable Industrial Welfare Commission Wage Order(s). Plaintiff Kerry Hurley filed the Action on April 21, 2022, titled *Kerry Hurley v. LaserAway Medical Group, Inc.* Marin County Superior Court Case No. CIV2201120, for penalties pursuant to Labor Code § 2699 for Defendant LaserAway Medical Group, Inc.’s alleged violations

of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and alleged violation of the applicable Industrial Welfare Commission Wage Order(s). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

- 2.2. On March 9, 2022, Plaintiff Lili-Ann Boyens filed a class action complaint against Defendant LaserAway Medical Group, Inc. in Los Angeles County Superior Court, case no. 22STCV08618. Also on March 9, 2022, Plaintiff Lili-Ann Boyens submitted a letter to the LWDA and served Defendant LaserAway Medical Group, Inc. regarding penalties pursuant to Labor Code §§ 2699 for violations of California Labor Code §§ 201, 202, 203, 204(d), 210, 226, 226(a), 226.7, 512, 1198.5, and 2802. On May 16, 2022, Plaintiff Lili-Ann Boyens amended her case to add an additional cause of action pursuant to PAGA for the Labor Code violations previously alleged. Defendant LaserAway Medical Group, Inc. successfully compelled Plaintiff Lili-Ann Boyens' individual claims to arbitration and Plaintiff was ordered to dismiss the class claims.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4. On January 24, 2024, the Parties participated in an all-day mediation presided over by Kevin T. Barnes which led to this Agreement to settle the Action.
- 2.5. As part of the Agreement in this case, Plaintiffs have agreed to supplement their respective PAGA Letters to the LWDA to name LaserAway, LLC as a named defendant. Plaintiff Lili-Ann Boyens submitted an amended PAGA letter on February 22, 2024. Plaintiff Kerry Hurley submitted an amended PAGA letter on March 7, 2024. Plaintiffs will amend the Action to (i) add Plaintiff Lili-Ann Boyens as an additional PAGA representative, (ii) add any facts, theories, or claims alleged by Boyens, (iii) add any facts or theories of liability raised by Plaintiffs at mediation, and (iv) add LaserAway, LLC as a named defendant in the Action. The First Amended Representative Action Complaint is the operative complaint (the "Operative Complaint.") in the Action.
- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs' personnel files, time records, and pay data, along with time and pay data for a sampling of the Aggrieved Employees.
- 2.7. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$794,000.00 and no more as the Gross Settlement Amount.

Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 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 Defendants.

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

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$264,666.67, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.

Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other plaintiffs' counsel arising from any claim to any portion 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. The PAGA Counsel Fees Payment shall be made as follows: 60% to Kingsley & Kingsley, APC and 40% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The PAGA Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

- 3.2.2. To the Named Plaintiffs: A Litigation Enhancement Payment not to exceed \$5,000 each (\$10,000 in the aggregate) for their work in connection with bringing and litigating this Action on behalf of all Aggrieved Employees and the State of California and as approved by the Court. To the extent the Court approves payments less than \$5,000 each, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,550.00 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 \$10,550.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$488,783.33 to be paid from the Gross Settlement Amount, with 75% (\$366,587.50) allocated to the LWDA PAGA Payment and 25% (\$112,195.83) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$112,195.83) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate the Aggrieved Employees worked a total of 41,500 PAGA Pay Periods from February 11, 2021 through December 31, 2023.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

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

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the

PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1 Plaintiffs' Release. Plaintiffs and each of 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 during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("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 each acknowledge that each may discover facts or law different from, or in addition to, the

facts or law that Plaintiffs (or either of them) now knows or believes 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 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. 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 of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the respective PAGA Letters submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs' individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of

interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiffs and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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. PAY PERIOD COUNT ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that the Aggrieved Employees collectively worked approximately 41,500 pay periods from February 11, 2021 through December 31, 2023.

8.1 Increase in Compensable Pay Periods. Defendants state that the Aggrieved Employees collectively worked approximately 41,500 pay periods from February 11, 2021 through December 31, 2023. Defendants will verify the number of pay periods prior to the filing of the motion for settlement approval. If that number is incorrect by more than 10% (i.e., if there were actually 45,651 pay periods or more collectively worked by the Aggrieved Employees from February 11, 2021 through December 31, 2023), then Defendants will have the option to either (i) allow the Gross Settlement Amount to increase on a pro rata basis above 10% to the extent the threshold is exceeded (e.g., if the total number of pay periods from February 11, 2021 through December 31, 2023 is actually 11% more than 41,500 pay periods, the Gross Settlement Amount shall increase by 1%), or (ii) shorten the PAGA Period such that the threshold is not exceeded – i.e., such that there is not an increase in the total number of pay periods more than 10%.

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

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should this Agreement be

intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Kingsley & Kingsley, APC
Eric B. Kingsley

Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
A.J. Bhowmik
Piya Mukherjee
2255 Calle Clara
La Jolla, CA 92037

To Defendants:

Epstein Becker & Green, P.C.
Michael S. Kun
Kevin D. Sullivan
1925 Century Park East, Suite 500
Los Angeles, CA 90067-2506

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

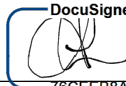
10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

DATED: _____

By: _____
PLAINTIFF Kerry Hurley

DATED: June 15, 2024

By: _____
PLAINTIFF Lili-Ann Boyens

DocuSigned by:

76CEE88A63034B9...

DATED: _____

By: _____
DEFENDANT LaserAway Medical Group, Inc.

DATED: _____

By: _____
DEFENDANT LaserAway, LLC

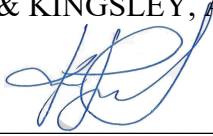
DATED: _____

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: _____
A.J. Bhowmik
Attorneys for Plaintiff Kerry Hurley

DATED: June 17, 2024

KINGSLEY & KINGSLEY, APC

By:  _____
Kelsey M. Szamet
Attorneys for Plaintiff Lili-Ann Boyens

DATED: _____

EPSTEIN BECKER & GREEN, P.C.

By: _____
Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendants

Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
A.J. Bhowmik
Piya Mukherjee
2255 Calle Clara
La Jolla, CA 92037

To Defendants:

Epstein Becker & Green, P.C.
Michael S. Kun
Kevin D. Sullivan
1925 Century Park East, Suite 500
Los Angeles, CA 90067-2506

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DATED: Jun 14, 2024

By: 
Kerry Hurley (Jun 14, 2024 14:07 PDT)
PLAINTIFF Kerry Hurley

DATED: _____

By: _____
PLAINTIFF Lili-Ann Boyens

DATED: _____

By: _____
DEFENDANT LaserAway Medical Group, Inc.

DATED: _____

By: _____
DEFENDANT LaserAway, LLC

DATED: 6/14/24

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: 
Kyle Nordrehaug
Attorneys for Plaintiff Kerry Hurley

DATED: _____

KINGSLEY & KINGSLEY, APC

By: _____
Kelsey M. Szamet
Attorneys for Plaintiff Lili-Ann Boyens

DATED: _____

EPSTEIN BECKER & GREEN, P.C.

By: _____
Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendants

DATED: _____

By: Peter Damiano
DEFENDANT LaserAway Medical Group, Inc.

DATED: _____

By: Peter Damiano
DEFENDANT LaserAway, LLC

DATED: _____

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: _____
A.J. Bhowmik
Attorneys for Plaintiff Kerry Hurley

DATED: _____

KINGSLEY & KINGSLEY, APC

By: _____
Kelsey M. Szamet
Attorneys for Plaintiff Lili-Ann Boyens

DATED: _____

EPSTEIN BECKER & GREEN, P.C.

By: 
Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendants

EXHIBIT "2"

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

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

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

EXHIBIT "3"

THE WALL STREET JOURNAL.

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

BUSINESS | LAW

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

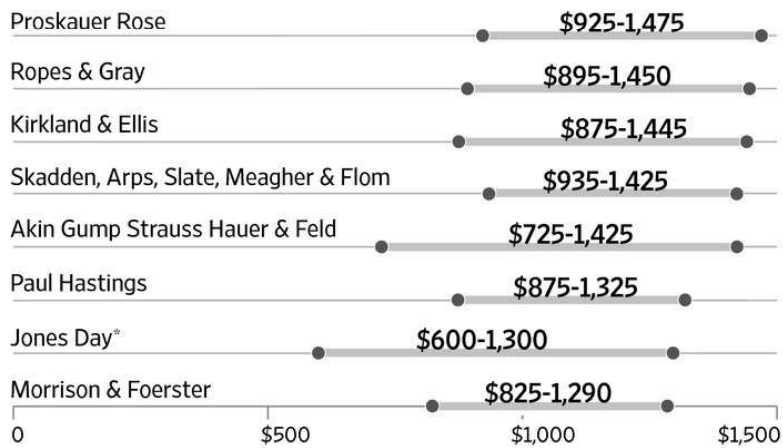
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

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

Representatives of the law firms declined to comment.

Top Billers

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



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "4"

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

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

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

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

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

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

EXHIBIT "5"

Printed from

LaserAway Medical Group, Inc. adv. Boyens, Lili-ann

Lili-ann Boyens • •

Historic Cost

		\$10,008.74
Court Cost		\$270.00
Created: 8/5/2024 at 11:32 AM		
Trialworks TaskCode costs Date Incurred 8/5/2024 Payee Case Anywhere Description CAINV#336187 LMG 8.5.24 Docs PDF CAINV#336187 LMG 8.5.24.pdf		
Postage Cost		\$5.80
Created: 7/5/2024 at 4:44 PM		
Trialworks TaskCode Postage Cost Date Incurred 6/14/2024 Payee DocuSign Notes Long form SA to client via DocuSign for review/signature Long form SA to client via DocuSign for review/signature		
Court Cost		\$276.00
Created: 5/16/2024 at 11:14 AM		

Trialworks TaskCode costs	Description CAINV#325234 LMG paid 5.16.24
Date Incurred 5/16/2024	Docs  CAINV#325234 LMG paid 5.16.24.pdf ▾
Payee Case Anywhere	

Filing Fee Created: 5/16/2024 at 4:01 PM		\$51.48 
Trialworks TaskCode filing fee	Description OLINV#05969552 LMG 5.1.24	
Date Incurred 5/1/2024	Docs  OLINV#05969552 LMG 5.1.24.pdf ▾	
Payee One Legal		

Court Cost Created: 6/6/2024 at 2:05 PM		\$15.00
Trialworks TaskCode costs	Description VCourt	
Date Incurred 4/30/2024	Notes HD: 5/7/24 HD: 5/7/24	
Payee VCourt		

Filing Fee

\$19.71

Created: 5/16/2024 at 3:36 PM

Trialworks TaskCode

filing fee

Date Incurred

4/30/2024

Payee

One Legal

Description

OLINV#05964798 LMG 4.30.24

Docs

 OLINV#05964798 LMG 4.30.24.pdf ▾



Research Cost

\$100.75

Created: 4/26/2024 at 3:41 PM

Trialworks TaskCode

costs

Date Incurred

4/26/2024

Payee

Thomson Reuters

Description

billing period 1/1/243-1/31/24

Court Cost

\$288.00

Created: 3/4/2024 at 11:11 AM

Trialworks TaskCode

costs

Date Incurred

3/4/2024

Description

CAINV#315006 LMG paid 3.4.24

Docs

 CAINV#315006 LMG paid 3.4.24.pdf ▾

Research Cost

\$57.72

Created: 5/6/2024 at 4:18 PM

Trialworks TaskCode

costs

Payee

Thomson Reuters

Date Incurred

2/29/2024

Description

billing period 2/1/24-2/29/24



Created: 2/22/2024 at 3:57 PM

\$3.20

Trialworks TaskCode

Copies

Notes

Copies of Amended PAGA ltr to mail to def via cert mailing

Date Incurred

2/22/2024

Copies of Amended PAGA ltr to mail to def via cert mailing

Payee

Paper Cut

Postage Cost

\$35.72

Created: 2/22/2024 at 3:56 PM

Trialworks TaskCode

Postage Cost

Notes

Amended PAGA ltr to def via cert mailing

Date Incurred

2/22/2024

Amended PAGA ltr to def via cert mailing

Postage Cost

\$5.80

Created: 3/1/2024 at 1:37 PM

Trialworks TaskCode

Postage Cost

Payee

DocuSign

Date Incurred

2/9/2024

Notes

MOU

MOU

Postage Cost

\$5.80

Created: 1/24/2024 at 2:44 PM



Trialworks TaskCode

Postage Cost

Payee

DocuSign

Date Incurred

1/24/2024

Notes

JPA to client 01-2024

JPA to client 01-2024

Filing Fee

\$51.48

Created: 2/22/2024 at 12:42 PM

Trialworks TaskCode

filing fee

Description

OLINV#05663041 LMG 1.18.24

Date Incurred

1/18/2024

Docs

 OLINV#05663041 LMG 1.18.24.pdf ▼

Payee

One Legal

Filing Fee

\$19.71

Created: 2/20/2024 at 2:22 PM

Trialworks TaskCode filing fee	Description OLINV#05649339 LMG 1.16.24
Date Incurred 1/16/2024	Docs  OLINV#05649339 LMG 1.16.24.pdf ▾
Payee One Legal	

Filing Fee

Created: 2/8/2024 at 12:53 PM

\$51.48

Trialworks TaskCode filing fee	Description OLINV#05598000 LMG 12.22.23
Date Incurred 12/22/2023	Docs  OLINV#05598000 LMG 12.22.23.pdf ▼
Payee One Legal	

Filing Fee

Created: 2/8/2024 at 12:00 PM

Trialworks TaskCode

filing fee

Date Incurred

12/18/2023

Payee

One Legal

Description

OLINV#05583789 LMG 12.18.23

Docs

PDF

OLINV#05583789 LMG 12.18.23.pdf

▼

\$17.66

Filing Fee

\$51.48

Created: 12/21/2023 at 1:46 PM

Trialworks TaskCode

filing fee

Date Incurred

11/14/2023

Payee

One Legal

Description

OLINV#05495936 LMG 11.14.23

Docs

 OLINV#05495936 LMG 11.14.23.pdf ▾



Court Cost

\$270.00

Created: 11/7/2023 at 4:26 PM

Trialworks TaskCode

costs

Date Incurred

11/7/2023

Payee

Case Anywhere

Description

CAINV#305188 LMG 11.7.23

Docs

 CAINV#305188 LMG 11.7.23.pdf ▾

Filing Fee

\$17.66

Created: 11/2/2023 at 11:00 AM

Trialworks TaskCode filing fee	Description OLINV#05461346 LMG 11.1.23
Date Incurred 11/1/2023	Docs  OLINV#05461346 LMG 11.1.23.pdf ▾
Payee One Legal	

Created: 11/1/2023 at 12:52 PM		\$1.20
Trialworks TaskCode Copies	Notes copies of Pls ntc of cont FSC to mail to def and co-counsel copies of Pls ntc of cont FSC to mail to def and co-counsel	
Date Incurred 11/1/2023		
Payee Paper Cut		

Postage Cost		\$1.74
Created: 11/1/2023 at 12:51 PM		
Trialworks TaskCode Postage Cost	Notes Pls ntc of cont FSC via mail to def and co-counsel Pls ntc of cont FSC via mail to def and co-counsel	
Date Incurred 11/1/2023		

Mediation Cost		\$2,500.00
Created: 11/1/2023 at 12:48 PM		
Trialworks TaskCode costs	Date Incurred 11/1/2023	

Payee

Kevin T. Barnes

Description

Kevin T. Barnes INV#2023-518-KB paid 11.1.23

Laseraway

Docs

Kevin T. Barnes INV#2023-518-KB paid ... ▼

Mediation Cost

-\$4,975.00

*Created: 3/13/2023 at 4:13 PM***Trialworks TaskCode**

cost/refunded

Date Incurred

10/31/2023

Payee

Signature Resolution

Description

Judge Buckley (mediator)

Docs

Signature Resolution INV#KINGSLEY pai... ▼

Created: 9/18/2023 at 4:08 PM

\$1.30

Trialworks TaskCode

Copies

Date Incurred

9/18/2023

Payee

Paper Cut

NotesCopy of Clmt's Depo Ntc and RTPs to Respondent
for mailingCopy of Clmt's Depo Ntc and RTPs to Respondent
for mailing

Postage Cost

\$1.11

Created: 9/18/2023 at 4:08 PM

Trialworks TaskCode

Postage Cost

Date Incurred

9/18/2023

Notes

Clmt's Depo Ntc and RTPs to Respondent via regular mail

Clmt's Depo Ntc and RTPs to Respondent via regular mail

Court Cost**\$6.60***Created: 8/22/2023 at 12:22 PM***Trialworks TaskCode**

costs

Date Incurred

8/22/2023

Payee

LASC-online

Description

Payment Services - Online Services - LA Court

Docs

Payment Services - Online Services - LA ... ▾

Court Cost**\$270.00***Created: 8/10/2023 at 9:40 AM***Trialworks TaskCode**

costs

Date Incurred

8/10/2023

Payee

Case Anywhere

Description

CAINV#295496 LMG 8.10.23

Docs

CAINV#295496 LMG 8.10.23.pdf ▾

Postage Cost**\$5.80***Created: 9/5/2023 at 7:30 PM*

Trialworks TaskCode

Postage Cost

Payee

DocuSign

Date Incurred

8/2/2023

Notes

ntc of mediation
ntc of mediation

Court Cost

\$261.00

Created: 5/25/2023 at 9:41 AM



Trialworks TaskCode

costs

Description

CAINV#286424 LMG 5.25.23

Date Incurred

5/25/2023

Docs

 CAINV#286424 LMG 5.25.23.pdf ▾

Payee

Case Anywhere

Court Cost

\$15.00

Created: 5/9/2023 at 4:16 PM

Trialworks TaskCode

costs

Description

VCourt

Date Incurred

4/18/2023

Notes

HD: 4/27/23
HD: 4/27/23

Payee

VCourt

Filing Fee

\$42.21

Created: 4/27/2023 at 12:00 PM

Trialworks TaskCode filing fee	Description OLINV#04905482 LMG 4.12.23
Date Incurred 4/12/2023	Docs  OLINV#04905482 LMG 4.12.23.pdf ▾
Payee One Legal	

Filing Fee \$18.69	
<i>Created: 4/20/2023 at 4:30 PM</i>	
Trialworks TaskCode filing fee	Description OLINV#04901145 LMG 4.11.23
Date Incurred 4/11/2023	Docs  OLINV#04901145 LMG 4.11.23.pdf ▾
Payee One Legal	

Mediation Cost \$4,975.00	
<i>Created: 1/24/2024 at 11:53 AM</i>	
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Date Incurred 3/30/2023	Docs  Signature Resolution INV#KINGSLEY pai... ▾
Payee Signature Resolution	

Court Cost

\$270.00*Created: 2/16/2023 at 12:44 PM***Trialworks TaskCode**

costs

Date Incurred

2/16/2023

Payee

Case Anywhere

Description

CAINV#277541 LMG 2.16.23

Docs CAINV#277541 LMG 2.16.23.pdf ▾

Court Cost

\$135.00*Created: 12/20/2022 at 9:32 AM***Trialworks TaskCode**

costs

Date Incurred

12/20/2022

Payee

Case Anywhere

Docs CAINV#268986 ALG Laseraway paid 12.... ▾

Court Cost

\$122.85*Created: 12/20/2022 at 9:27 AM***Trialworks TaskCode**

costs

Date Incurred

12/20/2022

Payee

Case Anywhere

Description

CAINV#260318 ALG Laseraway paid 12.20.22

Docs CAINV#260318 ALG Laseraway paid 12.... ▾

Court Cost

\$135.00*Created: 11/10/2022 at 10:21 AM***Trialworks TaskCode**

costs

Date Incurred

11/10/2022

Payee

Case Anywhere

Description

CAINV#269139 S&L paid 11.10.22

Docs CAINV#268988 LA paid 11.10.22.pdf ▾

Arbitration Cost

\$409.25*Created: 8/31/2022 at 8:16 AM***Trialworks TaskCode**

costs

Date Incurred

8/31/2022

Payee

JAMS

DescriptionJAMS INV#6309156 (Deposit) Laseraway paid
8.31.22**Docs** JAMS INV#6309156 (Deposit) Laserawa... ▾

Court Cost

\$170.85*Created: 8/18/2022 at 9:54 AM*

Trialworks TaskCode

costs

Date Incurred

8/18/2022

Payee

Case Anywhere

Description

CAINV#260320 LA

Docs CAINV#260320 LA.pdf ▾

Court Reporter Cost

\$101.70

*Created: 7/28/2022 at 2:54 PM***Trialworks TaskCode**

costs

Date Incurred

7/28/2022

Payee

Kusar

Description

Kusar Invoice-349566 LA paid 7.28.22

Docs Kusar INV#349566 Laseraway 7.28.22.pdf ▾

Court Reporter Cost

\$950.00

*Created: 7/29/2022 at 1:10 PM***Trialworks TaskCode**

costs

Date Incurred

7/27/2022

Payee

Steno

Description

STENO Inv#314492 OPEN (DelayPay) 7.27.22

Notes

STENO Inv#314492 OPEN (DelayPay) 7.27.22

STENO Inv#314492 OPEN (DelayPay) 7.27.22

Docs STENO Inv#314492 OPEN (DelayPay) 7.... ▾

Court Cost

\$15.00*Created: 8/1/2022 at 9:57 AM***Trialworks TaskCode**

costs

Description

VCourt

Date Incurred

7/26/2022

Notes

HD: 7/27/22 - Court reporter

HD: 7/27/22 - Court reporter

Payee

VCourt



Photocopying Cost

\$21.10*Created: 7/25/2022 at 4:11 PM***Trialworks TaskCode**

costs

Payee

K&K

Date Incurred

7/25/2022

Description

copies

Filing Fee

\$41.69*Created: 7/28/2022 at 8:18 AM***Trialworks TaskCode**

filing fee

Description

OLINV#04238450 LA 7.22.22

Date Incurred

7/22/2022

Docs

OLINV#04238450 LA 7.22.22.pdf ▾

Payee

One Legal

Filing Fee

\$22.34

Created: 7/28/2022 at 7:42 AM

Trialworks TaskCode

filing fee

Date Incurred

7/22/2022

Payee

One Legal

Description

OLINV#04237287 LA 7.22.22

Docs

 OLINV#04237287 LA 7.22.22.pdf ▾



Filing Fee

\$42.21

Created: 7/21/2022 at 1:52 PM

Trialworks TaskCode

filing fee

Date Incurred

7/20/2022

Payee

One Legal

Description

OLINV#04231381 LA 7.20.22

Docs

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Filing Fee

\$23.37

Created: 7/21/2022 at 1:02 PM

Trialworks TaskCode

filing fee

Date Incurred

7/20/2022

Payee

One Legal

Description

OLINV#04229398 LA 7.20.22

Docs

OLINV#04229398 LA 7.20.22.pdf ▾

Filing Fee

\$56.11

*Created: 7/21/2022 at 10:34 AM***Trialworks TaskCode**

filing fee

Date Incurred

7/14/2022

Payee

One Legal

Description

OLINV#04217220 LA 7.14.22

Docs

OLINV#04217220 LA 7.14.22.pdf ▾

Filing Fee

\$23.37

*Created: 7/21/2022 at 9:55 AM***Trialworks TaskCode**

filing fee

Date Incurred

7/14/2022

Payee

One Legal

Description

OLINV#04215477 LA 7.14.22

Research Cost

\$7.34

Created: 9/29/2022 at 12:43 PM

Trialworks TaskCode

costs

Date Incurred

7/1/2022

Payee

Thomson Reuters

Description

billing period of 7/1/22-7/29/22

Research Cost

\$295.00*Created: 9/29/2022 at 12:43 PM***Trialworks TaskCode**

costs

Date Incurred

7/1/2022

Payee

Thomson Reuters

Description

billing period of 7/1/22-7/29/22

Travel Expense

\$12.39*Created: 7/15/2022 at 1:42 PM***Trialworks TaskCode**

costs

Date Incurred

6/30/2022

Payee

Thomson Reuters

Description

billing period of 6/1/22-6/30/22

Filing Fee

\$52.25*Created: 5/26/2022 at 2:50 PM***Trialworks TaskCode**

filing fee

Date Incurred

5/16/2022

Payee

One Legal

Description

OLINV#04078045 LA 5.16.22

Docs OLINV#04078045 LA 5.16.22.pdf ▼**Filing Fee****\$23.37***Created: 5/26/2022 at 11:09 AM***Trialworks TaskCode**

filing fee

Date Incurred

5/16/2022

Payee

One Legal

Description

OLINV#04075594 LA 5.16.22

Docs OLINV#04075594 LA 5.16.22.pdf ▼**Filing Fee****\$42.72***Created: 5/26/2022 at 10:57 AM***Trialworks TaskCode**

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Date Incurred

5/13/2022

Payee

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Description

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Docs OLINV#04074561 LA 5.13.22.pdf ▼**Filing Fee****\$22.34***Created: 5/24/2022 at 1:45 PM***Trialworks TaskCode**

filing fee

Date Incurred

5/13/2022

Payee

One Legal

Description

OLINV#04073324 LA 5.13.22

Docs

OLINV#04073324 LA 5.13.22.pdf ▾

Court Cost**\$15.00***Created: 5/23/2022 at 11:42 AM***Trialworks TaskCode**

costs

Date Incurred

5/13/2022

Payee

VCourt

Description

VCourt

Notes

HD: 5/20/22

HD: 5/20/22

**Filing Fee****\$42.98***Created: 5/12/2022 at 10:45 AM***Trialworks TaskCode**

filing fee

Date Incurred

5/10/2022

Payee

One Legal

Description

OLINV#04064767 LA 5.10.22

Docs

OLINV#04064767 LA 5.10.22.pdf ▾

Filing Fee**\$23.37***Created: 5/11/2022 at 11:33 AM*

Trialworks TaskCode

filing fee

Date Incurred

5/9/2022

Payee

One Legal

Description

OLINV#04060447 LA 5.9.22

Docs

OLINV#04060447 LA 5.9.22.pdf ▼

Filing Fee

\$41.69

*Created: 5/4/2022 at 12:31 PM***Trialworks TaskCode**

filing fee

Date Incurred

5/3/2022

Payee

One Legal

Description

OLINV#04047862 LA 5.3.22

Docs

OLINV#04047862 LA 5.3.22.pdf ▼

Filing Fee

\$23.37

*Created: 5/4/2022 at 10:13 AM***Trialworks TaskCode**

filing fee

Date Incurred

5/3/2022

Payee

One Legal

Description

OLINV#04045389 LA 5.3.22

Docs

OLINV#04045389 LA 5.3.22.pdf ▼

Filing Fee

\$45.04*Created: 4/21/2022 at 12:07 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/15/2022

Payee

One Legal

Description

OLINV#04006009 LA 4.15.22

Docs

OLINV#04006009 LA 4.15.22.pdf ▾



Filing Fee

\$19.25*Created: 4/21/2022 at 11:49 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/15/2022

Payee

One Legal

Description

OLINV#04003707 LA 4.15.22

Docs

OLINV#04003707 LA 4.15.22.pdf ▾

*Created: 4/15/2022 at 1:17 PM***\$1.50****Trialworks TaskCode**

Copies

Date Incurred

4/15/2022

Payee

Paper Cut

Notes

PI's notice of CT's MO Re Newly filed class action and ISC

PI's notice of CT's MO Re Newly filed class action and ISC

Postage Cost

\$0.93*Created: 4/15/2022 at 1:17 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

4/15/2022

Notes

Pl's notice of CT's MO Re Newly filed class action and ISC

Pl's notice of CT's MO Re Newly filed class action and ISC

Process Server Fee

\$236.47*Created: 4/14/2022 at 12:30 PM***Trialworks TaskCode**

costs

Date Incurred

4/5/2022

Payee

OnCall

Description

OCINV#257213 WCS 4.5.22

Docs

OCINV#257213 WCS 4.5.22.pdf ▾

Process Server Fee

\$145.24*Created: 4/14/2022 at 12:28 PM***Trialworks TaskCode**

costs

Date Incurred

4/5/2022

Payee

OnCall

Description

OCINV#256248 LA 4.5.22

Docs

OCINV#256248 LA 4.5.22.pdf ▾

Filing Fee

\$42.47

Created: 3/21/2022 at 12:37 PM

Trialworks TaskCode

filing fee

Date Incurred

3/18/2022

Payee

One Legal

Description

OLINV#03938838 LA 3.18.22

Docs

 OLINV#03938838 LA 3.18.22.pdf ▼

Filing Fee

\$17.19

Created: 3/21/2022 at 12:31 PM

Trialworks TaskCode

filing fee

Date Incurred

3/18/2022

Payee

One Legal

Description

OLINV#03937098 LA 3.18.22

Docs

 OLINV#03937098 LA 3.18.22.pdf ▼

Created: 3/18/2022 at 4:20 PM

\$0.50

Trialworks TaskCode

Copies

Date Incurred

3/18/2022

Payee

Paper Cut

Notes

PI's Notice of Case Assignment to Agent for Def
PI's Notice of Case Assignment to Agent for Def

Postage Cost

\$0.53

Created: 3/18/2022 at 4:19 PM

Trialworks TaskCode

Postage Cost

Date Incurred

3/18/2022

Notes

Pl's Notice of Case Assignment to Agent for Def

Pl's Notice of Case Assignment to Agent for Def

Filing Fee

\$1,494.01

Created: 3/17/2022 at 11:13 AM

Trialworks TaskCode

filing fee

Date Incurred

3/10/2022

Payee

One Legal

Description

OLINV#03916476 LA 3.10.22

Docs



OLINV#03916476 LA 3.10.22.pdf ▾

Postage Cost

\$21.99

Created: 3/9/2022 at 3:26 PM

Trialworks TaskCode

Postage Cost

Date Incurred

3/9/2022

Notes

PAGA Letter to Def via cert mailing (x3 letters)

PAGA Letter to Def via cert mailing (x3 letters)

Created: 3/9/2022 at 3:26 PM

\$1.20

Trialworks TaskCode Copies	Payee Paper Cut
Date Incurred 3/9/2022	Notes PAGA Letter to Def (x3 letters) PAGA Letter to Def (x3 letters)

Filing Fee		\$75.00
<i>Created: 3/9/2022 at 3:19 PM</i>		
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Date Incurred 3/9/2022	Docs  LWDA Filing fee.pdf ▼	
Payee LWDA		

<i>Created: 2/8/2022 at 1:52 PM</i>		\$0.20
Trialworks TaskCode Copies	Payee Paper Cut	
Date Incurred 2/8/2022	Notes Follow-up records request letter Follow-up records request letter	

Printed from

LaserAway Medical Group, Inc. adv. Boyens, Lili-ann

Lili-ann Boyens • •

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Postage Cost	\$7.33
<i>Created: 2/8/2022 at 1:52 PM</i>	

Trialworks TaskCode

Postage Cost

Date Incurred

2/8/2022

Notes

Follow-up records request letter

Follow-up records request letter

Postage Cost**\$7.33***Created: 1/5/2022 at 9:35 AM***Trialworks TaskCode**

Postage Cost

Date Incurred

1/5/2022

Notes

Records Request letter (first request)

Records Request letter (first request)

*Created: 1/5/2022 at 9:34 AM***\$0.20****Trialworks TaskCode**

Copies

Date Incurred

1/5/2022

Payee

Paper Cut

Notes

Records Request letter (first request)

Records Request letter (first request)

Postage Cost**\$5.80***Created: 12/28/2021 at 4:09 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

12/28/2021

Payee

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Postage Cost

\$5.80

Created: 12/15/2021 at 4:17 PM

Trialworks TaskCode

Postage Cost

Payee

DocuSign

Date Incurred

12/15/2021



(Proof of Submission to Labor &
Workforce Development Agency)

EXHIBIT "6"

Michelle Tanzer

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, August 13, 2024 12:54 PM
To: Michelle Tanzer
Subject: Thank you for your Proposed Settlement Submission

External Email!

08/13/2024 12:53:34 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *	Court Case Number *	Hearing Date (if any)
Marin	CIV2201120	
Hearing Time	Hearing Location	Number of aggrieved employees *
	Dept. A	2050
Gross settlement amount *	Gross penalty amount *	Penalties to LWDA *
794,000	492,973.00	369,729.75
Date of proposed settlement *		
06/17/2024		

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

Motion for Re...ettlement.pdf

Other Attachment (if any)

Choose File

KMS Dec ISO PAGA Mtn.pdf

Other Attachment (if any)

Choose File

Admin Dec ISO PAGA Mtn.pdf

[Remove](#)

Other Attachment (if any)

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Boyens Dec ISO PAGA Mtn.pdf

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Other Attachment (if any)

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Decl Kerry Hurley.pdf

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Other Attachment (if any)

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Decl KRN -ISO Approval.pdf

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Other Attachment (if any)

Choose File

Proposed Final Order.pdf

[Remove](#)

Other Attachment (if any)

Choose File

Proposed Final Judgment.pdf

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Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

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

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On August 13, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Piya Mukherjee
Charlotte James
2255 Calle Clara
La Jolla, CA 92037

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON
Wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604

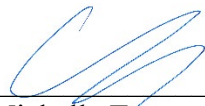
EPSTEIN BECKER & GREEN, P.C.
KEVIN D. SULLIVAN
ksullivan@ebglaw.com
MICHAEL S. KUN
mkun@ebglaw.com
Brooke Scott
bcscoott@ebglaw.com
1925 Century Park East, Suite 500
Los Angeles, CA 90067-2506

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

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

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

Executed on August 13, 2024, at Woodland Hills, California.


Michelle Tanzer