

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
Perssia Razma (State Bar #351398)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
[prazma@jcl-lawfirm.com](mailto:prazma@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

Attorneys for Plaintiff PAOLA VILLALVAZO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

PAOLA VILLALVAZO, an individual, on  
behalf of herself, and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

SK MARKET, INC., a California corporation;  
ADVANCE FOOD MARKET, INC., a  
California corporation; JAY'S MARKET INC.,  
a California corporation; and DOES 1 through  
50, Inclusive;

Defendants.

Case No. 21STCV39911

**SECOND SUPPLEMENTAL  
DECLARATION OF JEAN-CLAUDE  
LAPUYADE, ESQ. IN SUPPORT OF  
PLAINTIFF'S MOTION TO APPROVE  
PAGA SETTLEMENT**

Date: February 22, 2024

Time: 8:30 a.m.

Reservation ID: 123666307933

Dept.: 34

Judge: Michael P. Linfield

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently  
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner  
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for  
5 Plaintiff PAOLA VILLALVAZO (hereafter "Plaintiff") in this action filed against SK MARKET, INC.  
6 (hereinafter "Defendant").

7 2. This second supplemental declaration is being submitted in support of Plaintiff's Motion  
8 to Approve PAGA Action Settlement ("Motion").

9 3. On January 8, 2024, Plaintiff filed her Motion.

10 4. On February 1, 2024, Plaintiff's Motion was continued to February 22, 2024, to allow the  
11 Parties additional time to amend the PAGA Settlement Agreement and provide supplemental briefing  
12 pursuant to the Court's tentative ruling.

13 5. A true and correct copy of the fully executed First Amended PAGA Settlement  
14 Agreement ("Agreement") is attached hereto as Exhibit #1.

15 6. A true and correct copy of the proof of filing with the Labor and Workforce Development  
16 Agency of the Fully Executed Agreement dated February 13, 2024, is attached hereto as Exhibit #2.

17 7. A true and correct copy of the updated JCL Law Firm, APC, "Time and Billing Journal"  
18 as of February 13, 2024, is attached hereto as Exhibit #3.

19 8. A true and correct copy of the updated JCL Law Firm, APC, "Transaction Summary" as  
20 of February 13, 2024 is attached hereto as Exhibit #4.

21 **I. ATTORNEYS' FEES AND COSTS**

22 a. PAGA Counsel Fees Payment

23 9. The Parties have revised the Agreement to reflect that the PAGA Counsel is requesting a  
24 "PAGA Counsel Fees Payment of not more than . . . Forty-One Thousand, Six Hundred and Sixty-Six  
25 Dollars and Sixty-Seven Cents (\$41,666.67), *or any other amount approved by the Court.*" See  
26 Agreement at § 3.2.2.

27 10. With respect to the time entries entry titled "Legal Research – Motion to Strike and  
28 Demurrer Answer," Counsel is aware that no demurrer or motion to strike was filed. However, on

1 October 27, 2022, Defendant filed its answer to the complaint (“Answer”), and Counsel conducted  
2 research on the affirmative defenses raised in the Answer. Ultimately, Counsel determined that a  
3 demurrer and/or motion to strike was unnecessary and did not file such motion. Counsel concedes that  
4 he could have better identified this billing entry with more specificity. Nonetheless, Counsel reviewed  
5 Defendant’s Answer, including its affirmative defenses, conducted research, and respectfully requests  
6 that the Court reimburse Counsel for the work performed on this case. Although Counsel ultimately  
7 determined that a demurrer or motion to strike was not needed, Counsel believes that this research was  
8 reasonable and necessary for purposes of adequately representing Plaintiff, the Aggrieved Employees,  
9 and the State of California.

10 11. Additionally, when the original complaint was filed on October 29, 2021, the complaint  
11 was filed as a wage and hour class and representative action. Prior to filing the class action complaint,  
12 Counsel was required to review the complete file, including the employee file, intake, and relevant  
13 documents provided by the client. Further, Counsel was also required to conduct research into the  
14 various wage and hour claims initially asserted and class action requirements. Ultimately, the various  
15 causes of action for failure to pay overtime and minimum wages, failure to provide meal and rest  
16 periods, failure to provide accurate wage statements, failure to pay wages when due, and failure to  
17 reimburse for required business expenses were dismissed over a year later on March 10, 2022. The  
18 complexities of drafting, reviewing, and revising a class action complaint, such as the one filed on  
19 October 29, 2021, take an extensive amount of time. Moreover, Plaintiff, the Aggrieved Employees,  
20 and the State of California were represented by two (2) firms in this action. As such, both firms were  
21 required to review and revise the complaint prior to filing. Counsel firmly believes that the work on  
22 the complaint was reasonable and necessary to adequately represent Plaintiff, the Aggrieved  
23 Employees, and the State of California. Thus, Counsel respectfully requests that the Court approve the  
24 full amount of PAGA Counsel Fees of \$41,666.67.

25 b. PAGA Counsel Litigation Expenses Payment

26 12. The Parties have revised the Agreement to reflect that the PAGA Counsel is requesting a  
27 “PAGA Counsel Fees Payment of not more than Twenty Thousand Dollars and Zero Cents  
28 (\$20,000.00), *or any other amount approved by the Court.*” Agreement at § 3.2.2.

1           13. With respect to the complaint filing fee of \$1,491.01, at the time of filing the Motion,  
2 Counsel did not have records of a refund or a receipt from One Legal which counsel used to file the  
3 complaint. Upon a diligent search and inquiry, Counsel was able to obtain a refund receipt from August  
4 2022. Counsel surely would have accounted for this refund in its cost analysis had the refund been  
5 received and apologizes for this oversight.

6           14. Counsel respectfully contests the Court's reduction of reimbursement of litigation  
7 expenses, specifically with respect to the costs incurred for mediation. California Labor Code section  
8 2699(g)(1) provides that "*any employee who prevails in any action shall be entitled to an award of*  
9 *reasonable attorney's fees and costs*["] (emphasis added). Although the Court did not order  
10 mediation, "mediation is fundamental to the conduct of litigation as it encourages the parties to settle  
11 their disputes before trial["] *Gibson v. Bobroff* (1996) 49 Cal.App.4th 1202, 1209. Further, "[t]he  
12 absence of a court order [] is not an indication mediation is not reasonably necessary, at least when the  
13 case did not qualify for court-ordered mediation." *Berkeley Cement, Inc. v. Regents of University of*  
14 *California* (2019) 30 Cal.App.5th 1133, 1141. The court in *Berkely, supra*, ultimately concluded that  
15 "mediation fees incurred for mediation that was not order by the court are not categorically  
16 nonrecoverable as 'not reasonably necessary to the conduct of litigation.'" *Id.* at 1143.

17           15. Further, courts have determined that "a standard requiring the trial court to determine  
18 independently whether a PAGA settlement is fair and reasonable is appropriate. *Moniz v. Adecco USA,*  
19 *Inc.* (2021) 72 Cal.App.5th 56, 76. The presumption of fairness exists where: (1) investigation and  
20 discovery are sufficient to allow counsel and the court to act intelligently; (2) the settlement is reached  
21 through arm's-length bargaining; (3) counsel is experienced in similar litigation; and (4) the percentage  
22 of objectors is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, citing Newberg &  
23 Conte, *Newberg on Class Actions*, (3d ed. 1992) §11.41, pp. 11-91. Although this instant action is a  
24 representative action under PAGA and not a class action, the court in *Moniz, supra*, noted that an  
25 "adoption of a standard of review for settlements that prevents 'fraud, collusion or unfairness' and  
26 protects the interest of the public and the LWDA in the enforcement of state labor laws is warranted"  
27 and the factors provided in *Dunk, supra*, can be useful in evaluating the fairness of a PAGA settlement."  
28 *Id.* at 77. "The court undoubtedly should give considerable weight to the competency and integrity of

1 counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement  
2 represents an arm's length transaction entered without self-dealing or other potential misconduct.”  
3 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.

4 16. Here, mediation and subsequent settlement negotiations were guided by Hon. Carl J. West  
5 (Ret.), a retired jurist and experienced mediator of wage and hour representative actions. As discussed  
6 in the Motion, in preparation for mediation, Defendant provided Plaintiff with sufficient information to  
7 properly evaluate Defendant’s potential liability exposure. Among the data and documents Defendant  
8 produced included, but was not limited to, the total number of Aggrieved Employees, pay periods,  
9 employee handbooks, and over 577,000 unique cells of time and payroll data.

10 17. Counsel conducted an adequate investigation prior to mediation. The settlement was  
11 reached through arm’s-length bargaining with the guidance of an experienced third-party neutral.  
12 Presumably, this settlement was reached without fraud or collusion. Without Judge West’s assistance  
13 during mediation and the subsequent months of negotiations, this action would have required extensive  
14 litigation and possibly a trial. Instead, the Parties were able to successfully reach a settlement in this  
15 Action, avoid trial, and preserve judicial resources because of the assistance of Judge West. Counsel  
16 firmly believes that mediation costs were reasonable and necessary in successfully resolving this action.  
17 To deny recovery of mediation costs would ultimately discourage parties from mediating future cases  
18 and reaching resolution in a particular case. Therefore, Counsel respectfully requests that the Court  
19 approve reimbursement for the costs incurred for mediation.

## 20 **II. ADMINISTRATOR EXPENSES PAYMENT**

21 18. The Parties have revised the Agreement to reflect a request for the Administrator  
22 Expenses Payment not to exceed Eight Thousand, Four Hundred Dollars and Zero Cents (\$8,400.00),  
23 *or any other amount approved by the Court[.]*” See Agreement at § 3.2.3.

24 19. PAGA Counsel believes that the Administrator Expenses Payment of \$8,400.00 is fair  
25 and reasonable in light of the work necessary to administer the instant settlement and should be  
26 approved. The Administrator is responsible for, among other things, receiving and verifying the  
27 Aggrieved Employee Data, calculating and mailing the Individual PAGA Payments to Aggrieved  
28 Employees, formatting and translating the Administrator’s Notice, and monitoring and processing the

ten (10) installment payments as they become due. *See*, generally, Agreement at §§ 3, 4. These multiple installments will require additional tax filings for purposes of settlement administration. Additionally, the estimate provided by Apex Class Action LLC (“Apex”) was significantly lower than competing bids provided by other administrators, whose bids were at least \$1,000 more expensive than Apex.

20. Further, there are approximately 363 Aggrieved Employees and this Court has previously approved Administrator Expenses Payments ranging from \$7,500 to \$9,980 for a similar number of affected employees in the last twelve months. (See *Cabeza v. Central Neighborhood Health Foundation*, Los Angeles County Superior Court Case No. 21STCV44468 – Hon. Elihu M. Berle approving an administration expenses payment of \$7,500 for a group of 366 Aggrieved Employees on May 8, 2023; *Anderson v. Barton Myres Associates, Inc., et. al.*, Los Angeles Superior Court Case No. 21STCV43314 – Hon. Elihu M. Berle approving an administration expenses payment of \$9,980 for a group of 358 class members on October 12, 2023; *Pacia v. Kilroy Realty, L.P., et. al.*, Los Angeles Superior Court Case No. 21STCV20624 – Hon. Stuart M. Rice approving an administration expenses payment of \$8,000 for a group of 266 class members on November 17, 2023).

### III. REVERSION OF FUNDS AND NOTICE

21. The Agreement has been amended to provide that any unclaimed funds shall be sent to the State of California Unclaimed Property Fund in the names of the Aggrieved Employees who did not cash their checks. *See* Agreement at § 4.4.3.

22. The original Agreement submitted to the Court on January 8, 2024, provides that “[t]he 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. *See* Agreement at § 4.4.1.

23. The Notice to Aggrieved Employees (“Notice”) has been revised to provide that “[s]ettlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall transmit any uncashed checks to the California Controller’s Unclaimed Property Fund in your name. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.” *See* Exhibit A of Agreement.

24. The Notice has further been revised to include the following language with capitalization, bolded font, and boxed formatting: **“BY CASHING THIS CHECK, YOU ARE NOT GIVING UP**

1 **ANY RIGHT TO SUE FOR ANY ALLEGED GRIEVANCES THAT YOU HAVE AGAINST SK**  
2 **MARKET, INC.”** *See* Exhibit A of Agreement.

3 **IV. PLAINTIFF’S SERVICE AWARD**

4 25. The Parties have revised the Agreement to reflect a request for Plaintiff’s Service Award  
5 in of “up to \$10,000.00, or any other amount approved by the Court[.]” *See* Agreement at §§ 1.28, 3.2.1.

6 26. Unlike the other Aggrieved Employees, Plaintiff granted Defendant a broad general  
7 release and waiver of claims pursuant to California Civil Code section 1524 and released Defendant  
8 from all claims whether known or unknown, under federal and state law. *See* Agreement § 5.1.1. In  
9 exchange, the Service Award is intended, in part, to compensate Plaintiff for executing this general  
10 release. *Id.* Thus, the requested Service Award can hardly be considered a “salary” or “bounty” for  
11 bringing suit and the work she performed throughout the litigation. To the contrary, the Service Award  
12 is the sole consideration for her granting a broad general release and is fair compensation for the general  
13 release. Therefore, Counsel respectfully requests that the court award the full amount of \$10,000.

14 I declare under the penalty of perjury under the laws of the State of California that the foregoing  
15 is true and correct. Executed this 13th day of February 2024, at San Diego, California.

16  
17 **JCL LAW FIRM, APC**

18 By:   
19 Jean-Claude Lapuyade  
20 Attorneys for Plaintiff  
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# **EXHIBIT 1**

# **FIRST AMENDED PAGA SETTLEMENT AGREEMENT**

This First Amended PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Paola Villalvazo (“Plaintiff”) and defendant SK Market, Inc., (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## **1. DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned Villalvazo v. SK Market, Inc., et al. initiated on October 29, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, 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 current and former non-exempt employees who worked for Defendant and performed work in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Brian D. Peters, Esq., and Laura P. Birnbaum, Esq., of Kaufman Dolowich & Voluck, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Funding Date” means the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.

- 1.11. “Gross Settlement Amount” means \$125,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment, and Service Award.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Court Approval of the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved Employees by the Claims Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.17. “PAGA Counsel” means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from August 25, 2020, to September 15, 2023.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s August 25, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Payment” means the amount remaining from the Gross Settlement Amount after deducting the Administration Expenses Payment, PAGA Counsel Fees Payment, Litigation Expenses Payment, and Plaintiff’s Service Award. The PAGA Penalties shall be used to satisfy claims for civil penalties under PAGA asserted on behalf of herself,

the Aggrieved Employees, and the LWDA. The total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$44,933.33, allocated 25% to the Aggrieved Employees (\$11,233.33) and the 75% to LWDA (\$33,699.99) in settlement of PAGA claims.

- 1.24. "Plaintiff" means Paola Villalvazo, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means all released PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, including but not limited to, claims under Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804 and 2698, et seq., California Code of Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission Wage Order(s), and any resulting claim for attorneys' fees and costs and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. "Service Award" means the payment of up to \$10,000.00, or any other amount approved by the Court, to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

## **2. RECITALS.**

- 2.1. On October 29, 2021, Plaintiff commenced this Action by filing a Class and Representative Complaint alleging nine (9) causes of action against Defendants for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 *et seq*; (2) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (3) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (8) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802; and (9) Violation of the Private Attorneys General Act

[Labor Code §§ 2698 et seq]. The Complaint is the operative complaint in the Action (the “Operative Complaint.”)

- 2.2. On March 15, 2022, the Court dismissed the putative class action allegations from the operative complaint without prejudice, dismissed Plaintiff’s individual claims without prejudice, and reassigned the matter as a PAGA only non-complex case. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On May 22, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a retired judge and experienced mediator of wage and hour class and representative actions, which subsequently led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping records, and payroll records for the Aggrieved Employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).
- 2.6. 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, Defendant promises to pay One Hundred, Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:
  - 3.2.1. To Plaintiff: A Service award to Plaintiff of not more than \$10,000.00, or any other amount approved by the Court. Defendant will not oppose Plaintiff’s request for a service award that does not exceed this amount. As part of the motion for settlement approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form

1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.

- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Forty-One Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67), or any other amount approved by the Court, and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00), or any other amount approved by the Court. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Eight Thousand and Four Hundred Dollars and Zero Cents (\$8,400.00), or any other amount approved by the Court, except for a showing of good cause. To the extent the Administration Expenses are less than \$8,400.00 or the Court approves payment less than \$8,400.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$44,933.33 to be paid from the Gross Settlement Amount, with 75% (\$33,699.99) allocated to the LWDA PAGA Payment and 25% (\$11,233.33) allocated to the Individual PAGA Payments. Defendant's payment of the PAGA Payment does not constitute the payment of any actual civil penalties imposed on Defendant, but rather constitutes a payment made by Defendant to settle a disputed claim for civil penalties.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,233.33) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2. If the Court approves a PAGA Payment 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, Defendant estimates there are 363 Aggrieved Employees who worked a total of 19,893 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days after the Court grants Approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount to the Administrator, including payment for all claims, payment of Claims Administration Expenses, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and PAGA Payment in 10 monthly installments of \$12,500 each, beginning within 30 days after entry of the court order approving the settlement.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the 10<sup>th</sup> monthly installment, thereby fully funding 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 Fees Payment, the PAGA Counsel Litigation Expenses Payment, , and the Service Award.
  - 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 seven (7) days of receiving a returned check the Administrator must re-

mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks shall be void and transmitted to the State Controller Fund in the name of the absent Aggrieved Employee.

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

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

5.1 Plaintiff's General Release. In consideration for the payment of the Service Award, Plaintiff releases Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted prior to the approval of the Settlement, whether in tort, in contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's prior employment with Defendant or any act or omission by or on the part of Defendant. (The release set forth in this Paragraph shall be referred to hereinafter as "Plaintiff's General Release.") In addition, Plaintiff acknowledges that she has no intent to apply and/or re-apply for employment at Defendant. Plaintiff further acknowledges that Defendant or any related, successor, parent, or subsidiary companies has the right to refuse rehire of Plaintiff for nondiscriminatory and non-retaliatory reasons. Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,**

**and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

- 5.2 Release by Aggrieved Employees: Upon entry of final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees and the State of California will fully release and discharge Defendant and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 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 seventy-five (75) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its

approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

## **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 363 Aggrieved Employees who worked 19,893 Pay Periods during the PAGA Period. Should the number of Pay Periods increase by more than 10% of what was represented at the mediation during the PAGA Period, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 110% of 19,893. For example, if the total Pay Periods in the PAGA Period are 115% of 19,893, the Gross Settlement Amount shall increase by 5%. Defendants will provide a declaration under penalty of perjury confirming the number of applicable Aggrieved Employees and Pay Periods they worked during the applicable PAGA Period one week prior to Plaintiff's deadline to file their motion for Settlement approval.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate

proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

## **10. ADDITIONAL PROVISIONS.**

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are

providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.1 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.12 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.
- 10.13 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.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or

messenger, addressed as follows:

To Plaintiff:

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
F: 619-599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
[Shani@zakaylaw.com](mailto:Shani@zakaylaw.com)

To Defendant:

**KAUFMAN DOLOWICH & VOLUCK, LLP**  
21515 Hawthorne Blvd, Suite 450  
Torrance, CA 90503  
T: 310-540-2000  
F: 310-540-6609  
[bpeters@kaufmandolowich.com](mailto:bpeters@kaufmandolowich.com)  
[lbirnbaum@kaufmandolowich.com](mailto:lbirnbaum@kaufmandolowich.com)

- 10.15 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.
- 10.16 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.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 02/09/2024, 2024

  
\_\_\_\_\_  
Paola Villalvazo (Feb 9, 2024 13:53 PST)  
Plaintiff Paola Villalvazo

Dated: 2/12, 2024

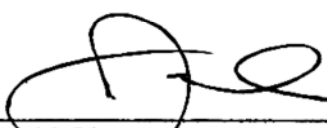
  
\_\_\_\_\_  
Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiff

Dated: 2/12, 2024

  
\_\_\_\_\_  
Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 2/12, 2024

  
\_\_\_\_\_  
David Oh  
For Defendant  
SK MARKET, INC.

Dated: February 13, 2024

  
\_\_\_\_\_  
Brian D. Peters, Esq.  
Laura P. Birnbaum, Esq.  
Kaufman Dolowich & Voluck, LLP  
Attorney for Defendant

## **EXHIBIT A**

**BY CASHING THIS CHECK, YOU ARE NOT GIVING UP ANY RIGHT TO SUE FOR ANY ALLEGED GRIEVANCES THAT YOU HAVE AGAINST SK MARKET, INC.**

**[Administrator Notice]**

You are receiving this payment because of a lawsuit brought by a former California employee against SK Market, Inc., (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Paola Villalvazo (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not provided suitable seating, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who worked for Defendant and performed work in California at any time between August 25, 2020, and September 15, 2023. (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date]. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall transmit any uncashed checks to the California Controller’s Unclaimed Property Fund in your name. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

This check is issued pursuant to the terms of the PAGA settlement in Los Angeles Superior Court Case No. 21STCV39911. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

# **EXHIBIT 2**

# **EXHIBIT 3**

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE                    | POSTING | EMPLOYEE                | MEMO/DESCRIPTION                                           | RATE   | DURATION | AMOUNT   | BALANCE   |
|----------------------------------|---------|-------------------------|------------------------------------------------------------|--------|----------|----------|-----------|
| Villalazo v. SK Market (002-242) |         |                         |                                                            |        |          |          |           |
| 08/10/2021                       | No      | Jean Claude Lapuyade    | Pleadings - Drafted Complaint                              | 550.00 | 5:12     | 2,860.00 | 2,860.00  |
| 09/27/2021                       | No      | Jean Claude Lapuyade    | Drafted Complaint                                          | 550.00 | 3:42     | 2,035.00 | 4,895.00  |
| 02/17/2022                       | No      | Jean Claude Lapuyade    | Case Management - Drafted and Revised ISC statement        | 550.00 | 1:00     | 550.00   | 5,445.00  |
| 03/09/2022                       | No      | Jean Claude Lapuyade    | Dec to Dismiss and Proposed Order                          | 550.00 | 2:24     | 1,320.00 | 6,765.00  |
| 03/11/2022                       | No      | Jean Claude Lapuyade    | Drafted PAGA Complaint                                     | 550.00 | 2:30     | 1,375.00 | 8,140.00  |
| 06/17/2022                       | No      | Jean Claude Lapuyade    | Legal Research - Arbitration Enforceability                | 550.00 | 3:18     | 1,815.00 | 9,955.00  |
| 07/14/2022                       | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re SAR                      | 550.00 | 0:24     | 220.00   | 10,175.00 |
| 07/18/2022                       | No      | Jean Claude Lapuyade    | Case Management - Drafted and Revised CMS                  | 550.00 | 0:30     | 275.00   | 10,450.00 |
| 07/26/2022                       | No      | Jean Claude Lapuyade    | Discovery - Drafted, Revised and Edited SI (Set 1)         | 550.00 | 2:06     | 1,155.00 | 11,605.00 |
| 08/03/2022                       | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediation           | 550.00 | 0:18     | 165.00   | 11,770.00 |
| 08/29/2022                       | No      | Jean Claude Lapuyade    | Discovery - R&R Defendant's Response to SI (Set 1)         | 550.00 | 1:30     | 825.00   | 12,595.00 |
| 08/30/2022                       | No      | Jean Claude Lapuyade    | CaseManagement - Emails to/from OC Re M&C following IDC    | 550.00 | 0:30     | 275.00   | 12,870.00 |
| 09/19/2022                       | No      | Jean Claude Lapuyade    | Case Management - Drafted, Revised and Edited Stip to Stay | 550.00 | 5:30     | 3,025.00 | 15,895.00 |
| 09/27/2022                       | No      | Jean Claude Lapuyade    | Case Management - Emails to/from Client Re Status          | 550.00 | 0:36     | 330.00   | 16,225.00 |
| 10/27/2022                       | No      | Jean Claude Lapuyade    | Legal Research - Motion to Strike and Demurrer Answer      | 550.00 | 1:54     | 1,045.00 | 17,270.00 |
| 10/27/2022                       | No      | Jean Claude Lapuyade    | Pleadings - R&R Answer                                     | 550.00 | 1:12     | 660.00   | 17,930.00 |
| 12/06/2022                       | No      | Sydney Castillo-Johnson | Mediation - emails re proposed mediators                   | 400.00 | 0:06     | 40.00    | 17,970.00 |
| 12/07/2022                       | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediators           | 550.00 | 0:18     | 165.00   | 18,135.00 |
| 01/08/2023                       | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediation           | 550.00 | 0:12     | 110.00   | 18,245.00 |
| 01/08/2023                       | No      | Sydney Castillo-Johnson | Case management - review file                              | 300.00 | 0:10     | 50.00    | 18,295.00 |
| 01/16/2023                       | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediation           | 550.00 | 0:12     | 110.00   | 18,405.00 |
| 02/16/2023                       | No      | Jean Claude             | Discovery - Drafted, Revised and Edited Stip to            | 550.00 | 0:48     | 440.00   | 18,845.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                | MEMO/DESCRIPTION                                                                           | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|-------------------------|--------------------------------------------------------------------------------------------|--------|----------|----------|-----------|
|               |         | Lapuyade                | Stay                                                                                       |        |          |          |           |
| 02/17/2023    | No      | Sydney Castillo-Johnson | Case management - draft and revise client update email                                     | 400.00 | 0:18     | 120.00   | 18,965.00 |
| 03/17/2023    | No      | Monnett DeLaTorre       | Case Management - Emails to/from OC Re Stip to Vacate Dates                                | 500.00 | 0:18     | 150.00   | 19,115.00 |
| 03/17/2023    | No      | Sydney Castillo-Johnson | Case management - emails re call with OC                                                   | 400.00 | 0:24     | 160.00   | 19,275.00 |
| 03/20/2023    | No      | Sydney Castillo-Johnson | Case management - draft stip to vacate trial date                                          | 400.00 | 0:30     | 200.00   | 19,475.00 |
| 03/24/2023    | No      | Jean Claude Lapuyade    | Case Management - Drafted, Revised and Edited Stip to Vacte                                | 550.00 | 1:00     | 550.00   | 20,025.00 |
| 03/29/2023    | No      | Jean Claude Lapuyade    | Law and Motion - Emails to/from OC Re Stip to Vacate                                       | 550.00 | 0:18     | 165.00   | 20,190.00 |
| 03/29/2023    | No      | Sydney Castillo-Johnson | Case management - emails re stip to vacate                                                 | 400.00 | 0:18     | 120.00   | 20,310.00 |
| 03/31/2023    | No      | Sydney Castillo-Johnson | Case management - review OC revisions to stip and emails re stip                           | 400.00 | 1:30     | 600.00   | 20,910.00 |
| 03/31/2023    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Stip to Vacate                                      | 550.00 | 0:12     | 110.00   | 21,020.00 |
| 03/31/2023    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Stip to Vacate                                      | 550.00 | 0:30     | 275.00   | 21,295.00 |
| 04/03/2023    | No      | Sydney Castillo-Johnson | Case management - emails re stip to vacate                                                 | 400.00 | 0:12     | 80.00    | 21,375.00 |
| 04/25/2023    | No      | Jean Claude Lapuyade    | Discovery - Emails to/from OC Re Data                                                      | 550.00 | 0:18     | 165.00   | 21,540.00 |
| 04/26/2023    | No      | Jean Claude Lapuyade    | Discovery - Emails to/from OC Re PMK Depositions                                           | 550.00 | 0:18     | 165.00   | 21,705.00 |
| 04/28/2023    | No      | Jean Claude Lapuyade    | Case Management - Email to/from OC Re Stip to Continue                                     | 550.00 | 0:24     | 220.00   | 21,925.00 |
| 04/28/2023    | No      | Jean Claude Lapuyade    | Discovery -Drafted, Revised and Edited PO                                                  | 550.00 | 2:18     | 1,265.00 | 23,190.00 |
| 05/22/2023    | No      | Sydney Castillo-Johnson | Mediation - attend mediation                                                               | 400.00 | 3:00     | 1,200.00 | 24,390.00 |
| 05/31/2023    | No      | Jean Claude Lapuyade    | Case Management - Drafted, Revised and Edited Stip to Continue Status Conference and trial | 550.00 | 1:30     | 825.00   | 25,215.00 |
| 06/02/2023    | No      | Jean Claude Lapuyade    | Case Management - Drafted, Revised and Edited Stip to Continue                             | 550.00 | 1:00     | 550.00   | 25,765.00 |
| 06/12/2023    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Stip to Vacate Dates                                | 550.00 | 0:18     | 165.00   | 25,930.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                | MEMO/DESCRIPTION                                                    | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|-------------------------|---------------------------------------------------------------------|--------|----------|----------|-----------|
| 06/22/2023    | No      | Sydney Castillo-Johnson | File maintenance                                                    | 350.00 | 0:15     | 87.50    | 26,017.50 |
| 07/11/2023    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from CO Counsel Re Discovery Plan       | 550.00 | 0:54     | 495.00   | 26,512.50 |
| 07/14/2023    | No      | Jean Claude Lapuyade    | Mediation - Emails to/from Mediator Re Mediation Follow-up          | 550.00 | 0:24     | 220.00   | 26,732.50 |
| 07/21/2023    | No      | Jean Claude Lapuyade    | Mediation - Emails to/from Mediator Re Negotiatiotn                 | 550.00 | 0:18     | 165.00   | 26,897.50 |
| 07/31/2023    | No      | Jean Claude Lapuyade    | Mediation - Emails to/from Mediator Re Mediation Discussions        | 550.00 | 0:30     | 275.00   | 27,172.50 |
| 08/01/2023    | No      | Jean Claude Lapuyade    | Discovery - R&R SI (Set 2), RFP (Set 1), RFA (Set 1)                | 550.00 | 3:00     | 1,650.00 | 28,822.50 |
| 08/23/2023    | No      | Sydney Castillo-Johnson | Case management - draft and revise client update email              | 400.00 | 0:18     | 120.00   | 28,942.50 |
| 08/30/2023    | No      | Sydney Castillo-Johnson | Email re settlement negotiations                                    | 400.00 | 0:12     | 80.00    | 29,022.50 |
| 08/31/2023    | No      | Sydney Castillo-Johnson | Settlement - emails re negotiations                                 | 400.00 | 0:24     | 160.00   | 29,182.50 |
| 09/06/2023    | No      | Jean Claude Lapuyade    | Mediation - Emails to/from Mediator                                 | 550.00 | 0:24     | 220.00   | 29,402.50 |
| 09/15/2023    | No      | Sydney Castillo-Johnson | Settlement - draft MOU                                              | 400.00 | 0:48     | 320.00   | 29,722.50 |
| 10/02/2023    | No      | Sydney Castillo-Johnson | Settlement - draft and revise SAR                                   | 400.00 | 3:24     | 1,360.00 | 31,082.50 |
| 10/05/2023    | No      | Jean Claude Lapuyade    | Settlement - Drafted, Revised and Edited MOU and Emails Re the Same | 550.00 | 1:24     | 770.00   | 31,852.50 |
| 10/09/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re MOU                               | 550.00 | 0:24     | 220.00   | 32,072.50 |
| 10/30/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re SAR                               | 550.00 | 0:30     | 275.00   | 32,347.50 |
| 11/15/2023    | No      | Sydney Castillo-Johnson | Settlement - review and revise MOU and emails re MOU                | 400.00 | 1:24     | 560.00   | 32,907.50 |
| 11/20/2023    | No      | Sydney Castillo-Johnson | Settlement - emails re long form                                    | 400.00 | 0:12     | 80.00    | 32,987.50 |
| 11/27/2023    | No      | Perssia Razma           | Law and motion- drafting SAR and admin notice                       | 350.00 | 4:00     | 1,400.00 | 34,387.50 |
| 11/27/2023    | No      | Perssia Razma           | law and motion- legal research re SAR                               | 350.00 | 1:00     | 350.00   | 34,737.50 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE                | MEMO/DESCRIPTION                                            | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|-------------------------|-------------------------------------------------------------|--------|----------|----------|-----------|
| 11/29/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re SAR                       | 550.00 | 0:24     | 220.00   | 34,957.50 |
| 11/29/2023    | No      | Perssia Razma           | case management- email to OC re SAR draft                   | 350.00 | 0:30     | 175.00   | 35,132.50 |
| 12/06/2023    | No      | Sydney Castillo-Johnson | Settlement - follow up on SAR                               | 400.00 | 0:06     | 40.00    | 35,172.50 |
| 12/06/2023    | No      | Monnett DeLaTorre       | Settlement - Emails to/from OC Re SAR                       | 500.00 | 0:18     | 150.00   | 35,322.50 |
| 12/08/2023    | No      | Sydney Castillo-Johnson | Settlement - follow up on SAR                               | 400.00 | 0:06     | 40.00    | 35,362.50 |
| 12/15/2023    | No      | Sydney Castillo-Johnson | Settlement - review OC revisions to SAR and add'l revisions | 400.00 | 0:36     | 240.00   | 35,602.50 |
| 12/18/2023    | No      | Sydney Castillo-Johnson | Legal Research - settlement approval standards              | 400.00 | 1:18     | 520.00   | 36,122.50 |
| 12/19/2023    | No      | Sydney Castillo-Johnson | Law and Motion - draft motion for settlement approval       | 400.00 | 4:30     | 1,800.00 | 37,922.50 |
| 12/21/2023    | No      | Jean Claude Lapuyade    | Discovery - Emails to/from Expert Re Data Analysis          | 550.00 | 1:00     | 550.00   | 38,472.50 |
| 12/22/2023    | No      | Jean Claude Lapuyade    | Settlement - R&R SAR with Defense Edits                     | 550.00 | 1:12     | 660.00   | 39,132.50 |
| 12/27/2023    | No      | Perssia Razma           | law and motion- reviewed oc's changes to SAR draft          | 350.00 | 0:30     | 175.00   | 39,307.50 |
| 12/27/2023    | No      | Perssia Razma           | case management- emails to/from oc re SAR revisions         | 350.00 | 0:30     | 175.00   | 39,482.50 |
| 12/28/2023    | No      | Sydney Castillo-Johnson | Settlement - emails re SAR signatures                       | 400.00 | 0:12     | 80.00    | 39,562.50 |
| 12/28/2023    | No      | Jean Claude Lapuyade    | Settlement - Emails to/from OC Re SAR                       | 550.00 | 0:18     | 165.00   | 39,727.50 |
| 02/01/2024    | No      | Sydney Castillo-Johnson | Settlement - revise SAR and draft supp decs ISO SA          | 400.00 | 1:00     | 400.00   | 40,127.50 |
| 02/01/2024    | No      | Sydney Castillo-Johnson | Case management - attend SA hearing                         | 400.00 | 0:30     | 200.00   | 40,327.50 |
| 02/02/2024    | No      | Sydney Castillo-Johnson | Legal research - attorneys fees/costs recoverable           | 400.00 | 2:24     | 960.00   | 41,287.50 |
| 02/06/2024    | No      | Sydney Castillo-Johnson | Law and motion - draft and revise supp dec ISO MPA          | 400.00 | 1:12     | 480.00   | 41,767.50 |
| 02/07/2024    | No      | Sydney                  | Settlement - emails re amended SAR                          | 400.00 | 0:12     | 80.00    | 41,847.50 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY<br>DATE                           | POSTING | EMPLOYEE                       | MEMO/DESCRIPTION                                 | RATE   | DURATION | AMOUNT      | BALANCE   |
|--------------------------------------------|---------|--------------------------------|--------------------------------------------------|--------|----------|-------------|-----------|
|                                            |         | Castillo-<br>Johnson           |                                                  |        |          |             |           |
| 02/07/2024                                 | No      | Jean Claude<br>Lapuyade        | Settlement - Emails to/from OC Re Amended<br>SAR | 550.00 | 0:18     | 165.00      | 42,012.50 |
| 02/08/2024                                 | No      | Sydney<br>Castillo-<br>Johnson | Settlement - emails re amended SAR               | 400.00 | 0:12     | 80.00       | 42,092.50 |
| 02/09/2024                                 | No      | Sydney<br>Castillo-<br>Johnson | Settlement - emails re amended SAR               | 400.00 | 0:12     | 80.00       | 42,172.50 |
| 02/13/2024                                 | No      | Jean Claude<br>Lapuyade        | Settlement - Emails to/from OC Re SAR            | 550.00 | 0:18     | 165.00      | 42,337.50 |
| Total for Villalazo v. SK Market (002-242) |         |                                |                                                  |        | 86:31    | \$42,337.50 |           |

# **EXHIBIT 4**

# JCL Law Firm

## Transaction Report

All Dates

| DATE                             | TRANSACTION<br>TYPE | NUM                | NAME          | MEMO/DESCRIPTION                                                                          | AMOUNT   | BALANCE  |
|----------------------------------|---------------------|--------------------|---------------|-------------------------------------------------------------------------------------------|----------|----------|
| Villalazo v. SK Market (002-242) |                     |                    |               |                                                                                           |          |          |
| 10/29/2021                       | Expense             |                    | One Legal LLC | One Legal Order Number: 17150416 - Filing Fee Re: Complaint, Civil Case Cover Sheet       | 1,494.01 | 1,494.01 |
| 10/31/2021                       | Journal Entry       | Oct 2021 Postage   |               | Copies for Oct 2021                                                                       | 0.10     | 1,494.11 |
| 11/15/2021                       | Journal Entry       | Sept 2022 Postage  |               | Postage for Sep 2021                                                                      | 7.33     | 1,501.44 |
| 11/15/2021                       | Expense             |                    | One Legal LLC | One Legal Order Number: 17224631 - Filing Fee Re: Proof of Service by Substituted Service | 16.68    | 1,518.12 |
| 11/15/2021                       | Expense             |                    | One Legal LLC | One Legal Order Number: 17229387 - Filing Fee Re: Proof of Service by Substituted Service | 16.68    | 1,534.80 |
| 11/30/2021                       | Journal Entry       | Nov 2021 Postage   |               | Copies for Nov 2021                                                                       | 1.50     | 1,536.30 |
| 12/01/2021                       | Expense             |                    | One Legal LLC | One Legal Order Number: 17307145 - Filing Fee Re: Declaration re: Due Diligence           | 16.68    | 1,552.98 |
| 12/31/2021                       | Journal Entry       | Dec 2021 Postage   |               | Postage for Dec 2021                                                                      | 2.51     | 1,555.49 |
| 12/31/2021                       | Journal Entry       | Dec 2021 Postage   |               | Copies for Dec 2021                                                                       | 4.70     | 1,560.19 |
| 02/28/2022                       | Journal Entry       | Feb 2022 Postage   |               | Copies for Feb 2022                                                                       | 1.30     | 1,561.49 |
| 03/31/2022                       | Journal Entry       | Mar 2022 Postage   |               | Postage for Mar 2022                                                                      | 1.66     | 1,563.15 |
| 03/31/2022                       | Journal Entry       | Mar 2022 Postage   |               | Copies for Mar 2022                                                                       | 0.80     | 1,563.95 |
| 04/30/2022                       | Journal Entry       | April 2022 Postage |               | Postage for April 2022                                                                    | 0.73     | 1,564.68 |
| 04/30/2022                       | Journal Entry       | April 2022 Postage |               | Copies for April 2022                                                                     | 0.70     | 1,565.38 |
| 05/31/2022                       | Journal Entry       | May 2022 Postage   |               | Postage for May 2022                                                                      | 0.53     | 1,565.91 |
| 05/31/2022                       | Journal Entry       | May 2022 Postage   |               | Copies for May 2022                                                                       | 1.35     | 1,567.26 |
| 06/30/2022                       | Journal Entry       | June 2022 Postage  |               | Postage for June 2022                                                                     | 1.06     | 1,568.32 |
| 06/30/2022                       | Journal Entry       | June 2022 Postage  |               | Copies for June 2022                                                                      | 2.50     | 1,570.82 |
| 07/31/2022                       | Journal Entry       | July 2022 Postage  |               | Copies for July 2022                                                                      | 2.40     | 1,573.22 |
| 07/31/2022                       | Journal Entry       | July 2022 Postage  |               | Postage for July 2022                                                                     | 1.38     | 1,574.60 |
| 02/28/2023                       | Journal Entry       | Feb 2023 Postage   |               | Copies for February 2023                                                                  | 0.20     | 1,574.80 |
| 03/06/2023                       | Check               | 3174               | JAMS          | Invoice - 1210039134- Rep#4                                                               | 0.00     | 1,574.80 |
| 03/31/2023                       | Journal Entry       | Mar 2023 Postage   |               | Copies for March 2023                                                                     | 0.20     | 1,575.00 |
| 03/31/2023                       | Journal Entry       | Mar 2023 Postage   |               | Postage for March 2023                                                                    | 0.60     | 1,575.60 |
| 04/20/2023                       | Check               | 3229               | JAMS          | Invoice - 6523606                                                                         | 4,000.00 | 5,575.60 |
| 04/30/2023                       | Journal Entry       | April 2023 Postage |               | Copies for April 2023                                                                     | 0.70     | 5,576.30 |

# JCL Law Firm

## Transaction Report

All Dates

| DATE                                       | TRANSACTION<br>TYPE   | NUM                   | NAME                          | MEMO/DESCRIPTION                                                                            | AMOUNT     | BALANCE  |
|--------------------------------------------|-----------------------|-----------------------|-------------------------------|---------------------------------------------------------------------------------------------|------------|----------|
| 04/30/2023                                 | Journal Entry         | April 2023<br>Postage |                               | Postage for April 2023                                                                      | 1.20       | 5,577.50 |
| 05/30/2023                                 | Check                 | 3279                  | Berger<br>Consulting<br>Group | Inv. 8607                                                                                   | 1,212.50   | 6,790.00 |
| 05/31/2023                                 | Journal Entry         | May 2023<br>Postage   |                               | Postage for May 2023                                                                        | 1.20       | 6,791.20 |
| 05/31/2023                                 | Journal Entry         | May 2023<br>Postage   |                               | Copies for May 2023                                                                         | 0.70       | 6,791.90 |
| 06/30/2023                                 | Journal Entry         | June 2023<br>Postage  |                               | Copies for June 2023                                                                        | 0.10       | 6,792.00 |
| 06/30/2023                                 | Journal Entry         | June 2023<br>Postage  |                               | Postage for June 2023                                                                       | 1.68       | 6,793.68 |
| 08/16/2023                                 | Credit Card<br>Credit |                       | One Legal LLC                 |                                                                                             | -1,029.50  | 5,764.18 |
| 09/30/2023                                 | Journal Entry         | Sept. 2023<br>Postage |                               | Copies for September 2023                                                                   | 9.10       | 5,773.28 |
| 09/30/2023                                 | Journal Entry         | Sept. 2023<br>Postage |                               | Postage for September 2023                                                                  | 4.86       | 5,778.14 |
| 10/06/2023                                 | Expense               |                       | LA Court E-File               |                                                                                             | 61.65      | 5,839.79 |
| 10/31/2023                                 | Journal Entry         | Oct. 2023<br>Postage  |                               | Copies for October 2023                                                                     | 0.80       | 5,840.59 |
| 10/31/2023                                 | Expense               |                       | One Legal LLC                 | One Legal Order Number: 21535299 - Filing Fee Re: Notice<br>of Settlement, Proof of Service | 17.66      | 5,858.25 |
| 10/31/2023                                 | Journal Entry         | Oct. 2023<br>Postage  |                               | Postage for October 2023                                                                    | 0.63       | 5,858.88 |
| 11/30/2023                                 | Journal Entry         | Nov. 2023<br>Postage  |                               | Copies for November 2023                                                                    | 0.10       | 5,858.98 |
| 11/30/2023                                 | Journal Entry         | Nov. 2023<br>Postage  |                               | Postage for November 2023                                                                   | 0.63       | 5,859.61 |
| Total for Villalazo v. SK Market (002-242) |                       |                       |                               |                                                                                             | \$5,859.61 |          |
| TOTAL                                      |                       |                       |                               |                                                                                             | \$5,859.61 |          |