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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

JOSE L. DIAZ, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION  
CORPORATION, et al,

Defendants.

**Lead Case No.: CIVDS1920120**

Consolidated with:

Santa Barbara County Case No. 19CV04466

Los Angeles County Case No. 20STCV03328

Los Angeles County Case No. 20STCV12806

**DECLARATION OF GREGORY MAURO  
IN SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: August 10, 2021

Time: 10:00 a.m.

Dept: S26

Honorable David Cohn

Department S26

KRYSTLE SHAY, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et  
al.

Santa Barbara County Superior Court  
Case No.: 19CV0446

DEIDRE R. CHILDRESS, et al.  
  
Plaintiffs,  
  
v.  
  
SANTA BARBARA TRANSPORTATION, et  
al.  
  
Defendants.

Los Angeles County Superior Court  
Case No. 20STCV03328

DEIDRE R. CHILDRESS, et al.  
  
Plaintiffs,  
  
v.  
  
SANTA BARBARA TRANSPORTATION  
CORPORATION, et al.,  
  
Defendants.

Los Angeles County Superior Court  
Case No. 20STCV12806

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1. I am an individual over the age of 18. I am one of the attorneys of record for Plaintiff Childress (“Plaintiffs” or “Class Representatives”), who filed this class action on behalf of the Class. I submit this Declaration in support of the Motion for Final Approval of Class Action Settlement. ("Motion") I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

3. From the inception of the litigation, the parties have vigorously litigated their respective positions in connection with all aspects of this litigation. Such investigation has included, *inter alia*, the exchange of information and documents covering policies and procedures relating to the alleged claims, such as employee handbooks, relevant policies on timekeeping, pay schemes, meal and rest periods, job descriptions and duties, sampled time and payroll records for the putative Class Members, Defendants' locations in California during the class period, and the compensation information relating to the Class Members such as work workweeks and average pay.

5. This information also resulted in numerous meet and confer sessions between representatives of the Parties. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the damages claimed by Plaintiffs on behalf of the Class. The parties also met and conferred regarding the issues and merits of the case as well as the suitability of the

1 named Plaintiffs' claims for class treatment, the adequacy of the Plaintiffs to represent the  
2 proposed Class, and other class certification issues.

3 6. Defendants have denied and continue to deny each of the claims and contentions  
4 alleged by Named Plaintiffs in this lawsuit. Defendants have repeatedly asserted and continue to  
5 assert defenses thereto, and expressly denied and continues to deny any wrongdoing or legal  
6 liability arising out of any of the facts or conduct alleged in the lawsuit. Defendants also has  
7 denied and continues to deny, inter alia, the allegations in the operative complaint. Defendants  
8 have concluded that any further defense of this litigation would be protracted and expensive for  
9 all Parties. Substantial amounts of time, energy, and resources of Defendants have been and,  
10 unless this Settlement is made, will continue to be devoted to the defense of the claims asserted  
11 by Plaintiffs. Defendants have, therefore, agreed to settle in the manner and upon the terms set  
12 forth in the Settlement Agreement to put to rest the claims as set forth in the Settlement  
13 Agreement.

14 7. During and after conducting comprehensive investigation, many meetings, and  
15 ongoing exchanges of documents and information, and review of records, the parties mediated  
16 this matter on on February 1, 2021, in a full-day of arms-length mediation before mediator,  
17 Michael Dickstein, Esq., and reached a global, non-reversionary, all-in class action settlement  
18 of Three Million Dollars (\$3,000,000), which is now confirmed in this long form settlement  
19 agreement.

20 8. Defendant Student Transportation of America is a major provider<sup>1</sup> of student bus  
21 transportation throughout the United States. Defendant Santa Barbara Transportation was a  
22 local company based in Goleta, California providing transportation in the Santa Barbara and  
23 Ventura County areas.

24 9. The proposed Class Representatives continue to be adequate Class  
25 Representatives and they will adequately and fairly represent the Class and will not place their  
26 interests above any Member of the Class. Class Representative Krystle Shay was a Non-Exempt

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27  
28 <sup>1</sup> Student Transportation of America is North America's safest independent provider of school bus transportation services, with an industry-leading safety rating and the youngest fleet in the business, operating more than 16,000 vehicles serving more than 325 school districts. <https://www.ride.sta.com/about>.

1 Employee working as a bus driver during the liability period until her separation from  
2 Defendants' employ in approximately April 20, 2019. Plaintiff, Jose Diaz was employed by  
3 Defendants from approximately 2008 as a Non-Exempt Employee working as a mechanic until  
4 his separation from Defendants' employ in approximately August 2018. Plaintiff, Deidre R.  
5 Childress was employed by Defendants in approximately September 2017 as a Non-Exempt  
6 Employee working as a bus driver until her separation from Defendants' employ in  
7 approximately April 2019. Plaintiffs were subjected to the same compensation, meal and rest  
8 period and split shift policies and practices, and issued the same wage statements, as all other  
9 Class Members during the Class Period.

10 10. This case was settled through arms-length negotiation. Class Counsel submits  
11 that the settlement amount recoverable for each Class Member in the Class is fair and  
12 reasonable based in a review of all objective evidence. The settlement that has been reached,  
13 subject to this Court's approval, is the product of tremendous effort, and a great deal of expense  
14 by the Parties and their counsel. The settlement was reached after extensive factual and legal  
15 research and discovery. The parties attended a full-day of mediation on February 1, 2021 before  
16 Michael Dickstein, Esq, which resulted in this Settlement. The parties executed a Memorandum  
17 of Understanding within a day of the mediation, and spent approximately the next month  
18 ironing out the details of the long form settlement agreement that is memorialized in the Joint  
19 Stipulation of Class Action and PAGA Settlement and Release.

20 11. The settlement amount is, of course, a compromise figure. Plaintiffs took into  
21 account the risks related to proof of Plaintiffs' claims and the strengths and weaknesses of  
22 Defendant's other defenses. Plaintiffs also took into account the possibility that if a settlement  
23 were reached after additional years of litigation, the great expenses and attorneys' fees of  
24 litigation would reduce the amount of funds available to the Class Members for settlement.  
25 Furthermore, Plaintiffs also took into consideration the time delay and financial repercussions  
26 of trial and the possibility of an appeal by Defendant. The parties in this matter have agreed to  
27 the settlement amount of \$3,000,000 on a class wide basis with no claims form requirement and  
28 with no residual to revert to Defendant.

1                   **The Settlement Provides Reasonable Compensation to Class Members**

2                   12.       Even without the presumption of fairness and reasonableness, the Settlement  
3 clearly is within the range of reasonableness as it calls for an *average* settlement payment to be  
4 to the class is approximately \$505.06 and the *highest* settlement payment is \$2,121.97.  
5 (Hernandez Decl. ¶ 13). The settlement for each Settlement Class member is fair, reasonable  
6 and adequate, given the inherent risk of litigation, the risk relative to class certification and the  
7 costs of pursuing such litigation. (Mauro Decl. ¶¶ 13-28).

8                   13.       The predominant claims in this action, which will be explained in detail below  
9 arise from violations of California law with respect to Defendants' (1) failure provide meal  
10 breaks, (2) failure authorize and permit rest breaks, (3) failure to pay wages including split shift  
11 compensation, (4) failure to pay all overtime owed, (5) failure to timely furnish accurate  
12 itemized wage statements, (6) failure to timely pay all former employees all wages owed, and  
13 (7) for PAGA penalties.

14                   **Failure to Provide Meal Breaks**

15                   14.       Plaintiffs allege that Defendant failed to timely provide all legally compliant  
16 meal breaks (including second meal breaks) to the Plaintiffs and Class Members. Plaintiffs'  
17 review and analysis of the time records produced showed de facto violations for missed second  
18 meal periods as well as late and short first meal periods, even though the written policy  
19 generally is compliant. Further, review of the payroll records produced Defendant did not  
20 always pay the required premium wage for missed or non-compliant meal periods. Thus, even if  
21 Defendant establishes it has a legally compliant written meal break policy, Plaintiffs believe the  
22 company's own records will still establish significant de facto liability.

23                   15.       Defendant raised multiple potential defenses against this claim. For instance, it  
24 argued its written policy is fully compliant and that it always provided Class Members with the  
25 opportunity to take their meal breaks and thus met the requirements imposed by California law.  
26 Per Defendant, if individuals did not take a meal, if a meal period was taken late in a shift, or  
27 lasted less than the required 30 minutes, it was in violation of company policy and a multitude  
28 of individual inquiries would be necessary to determine if the potential violation occurred due to

1 an employee's personal choice or for some other reason. It also noted there also is disagreement  
2 among courts whether the absence of a compliant meal policy constitutes uniform conduct  
3 justifying class or representative treatment. E.g., Dailey v. Sears, Roebuck & Co. (2013) 214  
4 Cal.App.4th 974 (concluding that absence of a formal written meal and rest break policy  
5 insufficient to establish a policy or practice of denying required breaks). These defenses  
6 collectively justify a sharp compromise on the meal period claim. Based on the foregoing, as  
7 well as the fact that Defendant's time punch records show potential violations of only  
8 approximately 7.2% for potential first meal period violations, Counsel thought they had a 25%  
9 probability of prevailing on this meal period claim. Plaintiffs estimate the maximum exposure  
10 for this claim is approximately \$2,908,798, but that the real exposure for this claim was  
11 approximately \$727,199 based on these risks.

#### 12 **Failure to Authorize and Permit Rest Breaks**

13 16. Plaintiffs' theory of Defendant's rest period liability is primarily de facto – that  
14 Class Members missed rest breaks due to work constraints and didn't receive the mandated  
15 premium wage. On the other hand, as with meal breaks, Defendant argued the written policies  
16 complied with California law and authorized and permitted employees to take all required rest  
17 breaks. Defendant further contended that, since it is not required to maintain a record of rest  
18 periods, any evidence of a failure to authorize rest periods and/or discouragement from taking  
19 rest periods would be purely anecdotal and since individual issues would predominate, it would  
20 render a class certification inappropriate and a PAGA trial on this issue completely  
21 unmanageable. Defendant also may contend that it is only liable if Plaintiffs can prove, on a  
22 shift- by-shift basis, employees actually did not take a rest break. This arguably would make a  
23 proof of damages more difficult since the number of instances a Class Member was denied a  
24 rest period specifically due to the absence of a compliant policy, as opposed to some other  
25 reason, is impossible to reliably quantify since employers are not required to maintain records  
26 of rest periods. Thus, it is entirely possible a jury or the Court could decline to award any  
27 amounts for missed or non-compliant rest periods.

28 17. Plaintiffs estimated Defendant's maximum exposure for rest periods to be

1 approximately \$5,799,454. However, based on the foregoing, Plaintiffs assesses the risk of  
2 prevailing on the rest period claims at certification and trial to be approximately 20%, resulting  
3 in an estimated exposure for Defendants of \$1,159,890.

4 **Failure to Pay Wages Including Split Shift Compensation**

5 18. Plaintiffs allege that Defendant failed to pay for all hours worked by Plaintiffs  
6 and members of the Class. More specifically, Plaintiffs allege that they were required to remain  
7 under the control of Defendant for certain 1.5 to 3.5 hour gaps in their schedules that they were  
8 not paid for. During these periods, Plaintiffs allege they were required to remain within a short  
9 distance from the job site and would have to monitor their cell phones for any changes in their  
10 schedules. Therefore, Plaintiffs allege that these gaps in their work schedule should have been  
11 compensable time, or in the alternative should have been treated as a split shift and  
12 compensated a one hour split shift premium.

13 19. Defendants put forth strong defenses to this claim. First, Defendant makes the  
14 point that in nearly all shifts, the Class Members were paid a sufficiently high hourly rate to  
15 cover their alleged split shift, and therefore would not be owed a one hour premium.  
16 Furthermore, Defendants aver that the gaps in shifts generally only applied to school bus  
17 drivers, rather than the entire Class, and that during these gaps the non-exempt drivers were  
18 under no requirement to monitor cell phone, remain within any distance of their next driver  
19 route or otherwise remain under Defendant's control. Defendant points to the fact that there are  
20 no written policies requiring any form of "control" during these work gaps, and that the Class  
21 Members had set schedules based on the timing of the school bus routes and thus could easily  
22 anticipate the time and location of their next route.

23 20. Plaintiffs estimate Defendant's maximum exposure to approximately \$4,537,334.  
24 However, based on the foregoing defenses, Plaintiffs feel they only realistically have a 15%  
25 probability of prevailing on both class certification and ultimately trial, resulting in an estimated  
26 exposure of \$680,600.

27 **Failure to Pay All Overtime Owed**

28 21. Plaintiffs' overtime claim is based in part on Defendant's failure to compensate

1 Plaintiffs and the Class Members double their regular rate of pay for all hours worked in excess  
2 of 12 hours in any workday and for all hours worked in excess of eight on the seventh  
3 consecutive day of work in a workweek, as required under California law. Defendant also  
4 maintained a policy and practice of solely paying overtime to its non-exempt drivers when  
5 employees worked in excess of 40 hours in a workweek. As a result, Plaintiffs allege that  
6 Defendant failed to properly compensate the Class for overtime and double time hours worked  
7 on shifts in excess of 8 hours and 12 hours, respectively, in a workday.

8         22. Defendants argue that non-exempt drivers are exempt from the overtime  
9 requirements of the Wage Orders. More specifically, Defendants contend that Wage Order 9  
10 regulates the transportation industry and exempts from overtime requirements “employees  
11 whose hours of service are regulated by . . . Title 13 of the California Code of Regulations,  
12 subchapter 6.5, § 1200 and the following sections, regulating hours of drivers.” IWC Wage  
13 Order 9-2001(3)(L). The cited Section 1200 “appl[ies] to vehicles listed in Vehicle Code  
14 Sections 545(a)(11), 34500 and 34500.1 and their operation.” Cal. Code Regs. tit. 13, § 1200.  
15 California Vehicle Code § 34500(c) lists “buses, schoolbuses, school pupil activity buses”  
16 among the vehicles it regulates. Because the hours of school bus drivers like Plaintiffs Shay and  
17 Childress are separately regulated by California, they are ineligible for overtime premium  
18 wages.

19         23. At the time of mediation Plaintiffs estimated their maximum recovery for  
20 overtime to be approximately \$1,045,074; however, if Defendant is able to prove its drivers  
21 employees are exempt from overtime under the applicable Wage Order regulations, Plaintiffs  
22 maximum recovery for overtime will be significantly reduced to approximately \$124,705,  
23 notwithstanding any discount for the probability of success of this claim. For this reason,  
24 Plaintiffs Plaintiff assesses the probability of attaining a maximum recovery in this claim to be  
25 approximately 20% resulting in an estimated exposure for Defendant of \$209,014.

26         **Failure to Timely Furnish Accurate Itemized Wage Statements**

27         24. Defendant is required to include certain accurate information on an employee’s  
28 wage statement. Here, Plaintiffs allege that Defendant issued improper wage statements to their

employees because Defendant's wage statement did not always contain all requisite information, including but not limited to displaying multiple line items for overtime and double time pay with inaccurate rates of pay and hours worked (i.e. displaying the half premium or regular rate as opposed to accurately showing 1.5 and 2 times the regular rate). Additionally, if Plaintiffs prevail on any of the underlying claims, they will prevail on the derivative Labor Code §226 claim, because Defendant's pay stubs do not show the actual hours worked due to Defendant's pay policies alleged in this case.

25. Plaintiffs best fact is the actual paystubs which are objective evidence of the alleged violations. However, Plaintiffs must also prove this is a "willful" violation in order to prevail which is a difficult task, especially here as the claims are very technical in nature. For example, Defendant's wage statement did not always contain all requisite information, including but not limited to the correct overtime and double rate of pay, notwithstanding that the Class Members were paid at the proper OT/DT rates and the gross and net wages were accurate. Likewise, this is a penalty not a wage loss, and courts rarely grant the full amount of the penalty. This derivative wage statement penalty is also not available when the underlying claims are meal and rest periods as the case of Naranjo v. Spectrum Security Services, Inc. (2009) 172 Cal.App.4th 654, held that there are no wage statement penalties allowed on meal and rest period claims. This case is on appeal but the chances of having it overturned are risky at best. Defendant also defends against wage statement violations on the basis of *Maldonado v. Epsilon Plastics, Inc.*, \_\_\_ Cal.App.5th \_\_\_ (B278022, Apr. 18, 2018), in which the Court of Appeal held that a wage statement claim fails as a matter of law when it is based on the alleged failure to show all wages purportedly "earned" but the wage statements accurately reflect the wages paid to the employee. The Court agreed with the employer's "commonsense position that the pay stubs were accurate in that they correctly reflected . . . the pay received" and held that a failure to pay wages "does not mandate that [employees] also receive penalties for the wage statements which accurately reflected the[] compensation" they were paid. Finally, there are the general risks of trial. Based on the data provided by Defendant, Plaintiffs estimates the total exposure for this claim is approximately \$2,105,450. Counsel thought they had a 25%

1 probability of prevailing at the time of class certification and trial. As such, Plaintiffs felt that  
2 the real exposure for this claim was approximately \$526,362 based on these risks.

3 **Failure to Timely Pay All Former Employees All Wages Owed**

4 26. The claims for penalties under Labor Code §§ 203 are derivative of the  
5 underlying claims, and were reduced by 22.5% in order to take into account the discretionary  
6 nature of such awards and the “good faith” and other defenses available to Defendant. In regard  
7 to waiting time penalties, Defendant takes the position that Plaintiff and the Class Members  
8 may not obtain waiting time penalties as a result of the alleged meal and rest periods claims, but  
9 only the overtime cause of action, because meal and rest premiums are not considered “wages.”  
10 (In *Murphy v. Kenneth Cole Productions, Inc.*, 155 P.3d 284, 297 (Cal. 2007), the Court  
11 characterized the extra hours paid for meal period violations as a 'premium wage' rather than a  
12 penalty, but, in *Kirby v. Immoos Fire Protection, Inc.*, 274 P.3d 1160, 1167–68 (Cal. 2012), the  
13 Court held that a meal-period violation is not tied to the nonpayment of wages." It is notable to  
14 mention that the California Supreme Court may decide or at least provide guidance on this issue  
15 in the presently pending appeal of *Naranjo v. Spectrum Security Services, Inc.* (2009) 172  
16 Cal.App.4th 654. Defendant also puts forward a good faith defense to the waiting time penalties  
17 as it applies to both meal/rest periods and underpaid overtime premiums. (See, e.g., *Amaral v.*  
18 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1203-4 [holding that the employer did not  
19 willfully fail to pay wages under Cal. Lab. Code § 203 even though the class prevailed on the  
20 merits on the underlying claim for failing to pay living wages]; *Willner v. Manpower Inc.* (N.D.  
21 Cal. 2014) 35 F.Supp.3d 1116, 1131.). Based on the foregoing, Plaintiff estimates Defendant's  
22 exposure for waiting time penalties to be approximately \$1,975,240.

23 27. Based on the foregoing, Counsel thought they had a 25% probability of  
24 prevailing at the time of class certification and trial on this claim. As such, Plaintiffs felt that the  
25 real exposure for this claim was approximately \$296,286 based on these risks.

26 **PAGA Penalties**

27 28. A PAGA action “is a representative action on behalf of the state,” who is the  
28 real party in interest. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 387.)

PAGA allows the plaintiff, as an “aggrieved employee,” to serve as a “proxy or agent” of the State of California to recover “civil penalties that otherwise would have been assessed and collected by the Labor Workforce Development Agency (LWDA).” (Arias v. Superior Court (2009) 46 Cal.4th 969, 986.) A PAGA claim need not meet class certification requirements. (Id. at p. 975.) Unlike class actions, PAGA actions require only a showing that an underlying violation occurred, without resorting to specific damages issues. (See Alcantar v. Hobart Service (C.D. Cal. 2013) 2013 WL 146323, at \*4.);

29. Pursuant to Labor Code §2699, et seq., an employee is entitled to a \$100 penalty for the initial pay period and a \$200 penalty for each subsequent violation of the Labor code. Plaintiffs felt that it would be difficult to seek Labor Code §§203 and 226 penalties and on top of that recover PAGA penalties for the alleged wage violations. PAGA penalties awarded are also within the courts discretion as specifically set forth in Labor Code §2699 (e)(2) which states the court may award a lesser amount than the maximum civil penalty specified when the court determines that to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. Amaral v. Cintas Corporation NO. 2, 163 Cal. App 4th 1157 at 1213-14 Furthermore, the case of Amaral v. Cintas Corporation NO. 2, 163 Cal. App 4th 1157 at 1208 states that an employee is not entitled to a subsequent \$200 PAGA penalty until Defendant has “notice” of the previous violation and therefore the maximum PAGA penalty would likely only be \$100 per violation. Likewise, many court decisions provide settlement approval ranges that represent a percentage of the actual realistic damages, which do not include penalties and pre-judgment interest. See Glass v. UBS Fin. Servs., Inc., No. C-06-4068 MMC, 2007 WL 221862, at \*4 (N.D. Cal. Jan. 26, 2007), aff’d, 331 F. App’x 452 (9th Cir. 2009). In Glass v. UBS Financial Services, the court approved a settlement of unpaid overtime wages where the settlement amount only constituted approximately 25% to 35% of the estimated actual damages to the class. Id. at \*4; See also Singer v. Becton Dickinson & Co., No. 08-CV-821-IEG(BLM), 2009 WL 4809646, at \*7 (S.D. Cal. Dec. 9, 2009) (referring to Glass in preliminary approving settlement fund which constitutes 28.84% of the claimed actual losses); outside the wage and hour context, see also In re Cendant Corp. Litig., 264 F.3d 201, 241 (9th

1 Cir. 2001) (affirming settlement representing 36% of potential actual damage recovery);  
2 Nichols v. Smithkline Beecham Corp., No. 006222, 2005 WL 950616, at \*16 (E.D. Pa. April  
3 22, 2005) (approving settlement that represented between 9.3% and 13.9% of the claimed actual  
4 damages); In re Warfarin Sodium Antitrust Litig., 212 F.R.D. 231, 258 (D. Del. 2002) (finding  
5 settlement amount representing 33% of maximum possible damage recovery was well within a  
6 reasonable range when compared with recovery percentages in other class action settlements).  
7 Simply put, “the fact that a proposed settlement may only amount to a fraction of the potential  
8 recovery does not mean that [it] should be disapproved.” 7-Eleven Owner for Fair Franchising  
9 v. Southland Corp., 85 Cal. App. 4th 1135, 1150 (2000), citing Linney v. Cellular Alaska  
10 P’ship, 151 F.3d 1234, 1242 (9th Cir. 1998)).

11 30. Additionally, Plaintiffs did not believe the court would award the full value of  
12 such PAGA penalties, let alone stack them on top of the 226 and 203 penalties, based on the  
13 settlement approval of PAGA awards in other cases. See, e.g., Franco v. Ruiz Food Prod., Inc.,  
14 No. 1:10-CV-02354-SKO, 2012 WL 5941801, at \*14 (E.D. Cal. Nov. 27, 2012) (\$10,000 in  
15 PAGA payment from \$2,500,000 settlement fund); Garcia v. Gordon Tracking, 2012 WL  
16 5364575, at \*3 (E.D. Cal. Oct. 31, 2012) (approving PAGA settlement payment of \$10,000 out  
17 of the \$3.7 million common-fund settlement); Chu v. Wells Fargo Investments, LLC, 2011 WL  
18 672645, at \*1 (N.D. Cal. Feb.16, 2011) (approving PAGA settlement payment of \$7,500 to the  
19 LWDA out of \$6.9 million common-fund settlement).

20 31. Based on the case law cited above, Counsel thought that a trial judge would  
21 likely grant only a small portion of any potential PAGA claim, which is a penalty and in the full  
22 discretion of the court. As such, Plaintiffs felt that the real exposure for this claim was  
23 approximately \$250,000.

24 32. Based on the above analysis, the total realistic exposure of this case was  
25 \$4,047,145. Plaintiffs obtained a settlement of \$3,000,000. This is approximately 74% of the  
26 realistic exposure. Moreover, each member of this Class will receive a settlement payment of  
27 approximately \$8.26 for each workweek worked in this Class.

28 33. Class counsel considers this to be a fair settlement for the Class Members, taking

1 into account all issues and risks related to liability, damages, trial and appeal and also  
2 considering the case law regarding fair, reasonable, and adequate settlements. Rebney v. Wells  
3 Fargo Bank (1990) 220 Cal.App.3d 1117, 1139 ["Compromise is inherent and necessary in the  
4 settlement process...even if the relief afforded by the proposed settlement is substantially  
5 narrower than it would be if the suits were to be successfully litigated, this is no bar to a class  
6 settlement because the public interest may indeed be served by a voluntary settlement in which  
7 each side gives ground in the interest of avoiding litigation"]; Officers for Justice v. Civil Serv.  
8 Comm'n (9th Cir. 1982) 688 F.2d 615, 628 ["It is well-settled law that a cash settlement  
9 amounting to only a fraction of the potential recovery does not . . . render the settlement  
10 inadequate or unfair"]; In re Omnivision Technologies, Inc. (N.D. Cal. 2007) 2007 U.S. Dist  
11 LEXIS 95616, at 21 [noting that certainty of recovery in settlement of 6% of maximum  
12 potential recovery after reduction for attorney's fees was higher than median percentage for  
13 recoveries in shareholder class action settlements, averaging 2.2%-3% from 2002 through  
14 2006].

15 34. In light of the above and the nature of the litigation process in general,  
16 Plaintiffs recognized that the issues of liability and class certification present significant  
17 uncertainty and risk. If Plaintiffs were unable to prevail on these claims, a judgment would be  
18 entered for Defendants, and Class Members would receive nothing. The proposed Settlement,  
19 in contrast, offers a guaranteed, significant value to the Class Members that fairly and  
20 reasonably accounts for the very real risks of litigation. Based on the parties' own independent  
21 investigations and evaluation, I am of the opinion that the settlement for the consideration and  
22 on the terms set forth in the Settlement is within the range of approval, and is fair, reasonable,  
23 and adequate and is in the best interests of the Class in light of all known facts and  
24 circumstances and the expenses and risks inherent in litigation and certification. The issues and  
25 arguments Class Counsel has encountered and overcome in arriving at the parties' negotiated  
26 settlement terms were many and complex, and required skillful advocacy that can arise only out  
27 of experience, professional perspective, and success.

28 35. This case continues to have the potential to impose enormous litigation costs on  
all of the parties, as Defendants are expected to continue challenging Plaintiffs' allegations and

1 to increase the pace of their investigation. Although it is difficult to foresee the ultimate result  
2 of a trial, we anticipate an expensive, complex and time-consuming process. We foresee the  
3 possibility of a lengthy and costly appeal regardless of the outcome of trial given the ever  
4 changing legal landscape governing this case. In order to succeed on the merits, Class Members  
5 would also need to prevail on the several hotly disputed legal and factual issues discussed  
6 herein.

7 36. Despite the complexity of the case, Class Counsel has, through the investment  
8 of substantial effort and the resources of my law firm along with our co counsel been able to  
9 secure an outstanding settlement on behalf of the Settlement Class members. Plaintiffs would  
10 have faced substantial legal and factual obstacles in demonstrating that a broader class  
11 certification order was appropriate on appeal. Plaintiffs prepared a significant amount pattern  
12 and practice evidence, statistical evidence, sampling evidence for trial if the case did not settle.  
13 Defendant has vigorously contested liability, the amount of claimed damages, and the  
14 propriety of class certification, and would have continued to do so through trial. Class  
15 Counsel's prior experiences allowed them to competently evaluate the claims, settlement  
16 versus trial on a fully informed basis, and the viability of Defendants' defenses.

17 37. The further conduct of this litigation will likely span several additional years  
18 and require the dedication of extensive resources to establish the merits of all class claims at  
19 trial or through contested motion practice. As a further evidence of the risks involved in this  
20 type of litigation, counsel currently has cases that have been pending for 13 years and 10 years  
21 respectively. These cases are on the extreme side but demonstrate that thousands of hours and  
22 hundreds of thousands of dollars can be expended during the course of a litigation all with time  
23 and effort without payment for years. These are the real risks class counsel face with each and  
24 everyone one of these types of cases filed on a contingency basis. There is no guarantee of  
25 payment-ever. Yet-employees need these types of services by class lawyers to vindicate rights  
26 they never knew they had or were too scared to pursue.

27 38. The Class Representatives provided extensive supporting documents and  
28 assisted Class Counsel in developing information necessary to litigate and settle this

1 case. Plaintiff also conducted record review and consultation with counsel in preparation for  
2 discovery and eventual mediation, and also conducted interviews with class members, to assist  
3 in evaluating and proving the claims. The settlement provides for a payment to be paid to the  
4 Class Representatives in the amount of \$7,500.00 each subject to Court approval. The purpose  
5 is to compensate the Class Representative an additional enhanced payment, taking into  
6 consideration the risks, time, effort and expenses incurred in coming forward to provide  
7 invaluable information and negotiate and litigate this matter on behalf of all Settlement Class  
8 Members who otherwise, would probably not file their own individual claims to recover what  
9 may be relatively low damages. Further, the payment of \$7,500.00 to each of the Class  
10 Representatives is a very fair and justified as part of the Settlement based on the risks Plaintiff  
11 has taken and benefits conferred upon the Settlement Class.

12 39. Class certification, as requested by the Parties for the purposes of the settlement  
13 only, should be granted because Plaintiff alleges that the proposed Settlement Class Members'  
14 claims all stem from the same alleged conduct, i.e., that Defendant violated California law  
15 because they: (1) it failed to pay wages including overtime; (2) failed to provide rest periods  
16 and meal periods; (3) failed to timely pay wages; (4) engaged in unfair competition; and (5)  
17 derivative penalties. In addition to compensatory damages, Plaintiff and the Settlement Class  
18 seek attorneys' fees, costs, and interest. Under these specific circumstances, the commonality  
19 requirement for class certification is satisfied. The typicality requirement for certification is  
20 also met as it is alleged that the Class Representatives and the proposed Settlement Class were  
21 subjected to similar violations based upon similar conduct, policies and practices.

22 40. The adequacy requirement for certification is also met. The Class  
23 Representatives and Class Counsel have prosecuted this action vigorously on behalf of the  
24 Settlement Class. The Class Representatives will receive a reasonable award for the time and  
25 effort spent assisting Class counsel with factual issues surrounding the case. Other than this  
26 specific payment to the Class Representatives, all of the Settlement Class Members will receive  
27 a proportionate share of the Total Net Settlement Amount, as detailed above provided they do  
28 not exclude themselves. As a result, there is no conflict of interest between the Class

1 Representatives and the Settlement Class Members. Further, the Total Net Settlement Amount  
2 will be fairly distributed among Participating Class Members, and no “settlement allocation”  
3 questions will be raised.

4 41. Common questions of law and fact predominate over individual questions and  
5 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the  
6 proposed Settlement Class in this case is sufficiently cohesive, since all Settlement Class  
7 Members share a common nucleus of facts and potential legal remedies, and since all of the  
8 Settlement Class Members and the Class Representative seeks compensation for unpaid wages  
9 and other civil and statutory penalties from Defendant for the allegations described in the  
10 Complaints. Common questions about compensation or lack thereof for work performed by  
11 Settlement Class Members and the Settlement Class Members’ potential legal remedies are  
12 identical. The alternative method of resolution is individual claims for relatively small  
13 amounts of damages, but individual cases would be uneconomical for potential Plaintiff because  
14 the cost of litigation dwarfs potential recovery. Therefore, a class action is the preferred method  
15 of resolution.

16 42. Here, the Parties’ contractual agreement to pay attorneys’ fees of 35% of the non  
17 reversionary GSA is reasonable. My firm and co counsel have been the only counsel to  
18 represent Plaintiffs and the other Settlement Class members in this matter, and we have borne  
19 the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised  
20 in this case are complex and drew significantly upon my experience and the extensive review  
21 and analysis of documents and information by me and others at my firm. In a complex action  
22 such as this, the proposed attorneys’ fees are, at the very least, on the low side of the market rate  
23 for contingency fees. This case has been litigated for several years and the fees incurred far  
24 exceed the requested amounts.

25 43. A review of our firm’s detailed billing system reveals that to date, our firm  
26 as one of the Class Counsel, on behalf of Plaintiffs and the Settlement Class Members,  
27 invested approximately 319.2 hours litigating this matter through the date of this declaration.  
28 Based on those hours, my firm has incurred the following attorney lodestar hours of

1 approximately \$241,840 in fees, broken down as follows: my rate of \$850 per hour x 141.60  
2 documented hours = \$120,360; James Hawkins rate of \$900 per hour x 122.80 documented  
3 hours = \$110,520; Melissa Whitson, paralegal- 54.80 documented hours x \$200 per hour =  
4 \$10,960. All of the work and tasks performed by Class Counsel were reasonable and necessary  
5 to the prosecution of this case. Our firm has previously been approved at rates of \$850 and  
6 \$900 per hour and in line with similar wage and hour fee awards in other wage and hour cases.  
7 Attached as **Exhibit 2** is a true and correct copy of the detailed time sheet.

8 44. Our practice is limited exclusively to litigation, focusing on the representation of  
9 employees in wage and hour and consumer class action matters. As prominent attorneys in the  
10 field of wage and hour class action litigation, we continually monitor the prevailing market rates  
11 charged by both defense and plaintiff law firms and set the billing rates of their attorneys and  
12 paralegals to be consistent with the prevailing market rates in the private sector for attorneys  
13 and staff of comparable skill, qualifications and experience. Other wage and hour attorneys  
14 working as class counsel before California courts charge comparable if not higher rates.  
15 Therefore, as they are in line with those of the relevant community, Class Counsels' hourly  
16 rates are reasonable.

17 45. I have been working with James Hawkins of James Hawkins, APLC, formerly  
18 of Hawkins & Sofonio since the commencement of my practice of law in 2002. Since then, I  
19 have been committed solely to representing Plaintiffs in both individual employment litigation  
20 and complex wage and hour class actions.

21 46. In approximately 2003 to 2004, I began to focus almost exclusively in class  
22 action litigation. In my practice as a class action Plaintiffs' attorney, I have been involved in  
23 litigating, mediating and settling numerous wage and hour class actions dealing with class sizes  
24 ranging from several hundred to several thousand class members resulting in settlements  
25 ranging from six figures to multimillion dollar settlements.

26 47. The following is a non-exhaustive list of class action cases I have  
27 successfully Litigated as counsel of record; Walker v. Sharkeez, et al. OCSC, No. 05CC00293  
28 [Wage and Hour Class Action]; Velasquez-Lopez v. Hotel Cleaning Services, Inc., RIC 420909  
[Wage and Hour Class Action]; Acosta v. Fleetwood Travel Trailers of California, Inc., et al.,

1 RSC, No. RIC 440630 [Wage and Hour Class Action]; Defries v. Domain Restaurants, et al.,  
2 OCSC No. 05CC00128 [Wage and Hour Class Action]; Denton v. BLB Enterprises, Inc., et al.,  
3 OCSC No. 07CC01292 [Wage and Hour Class Action]; Gonzalez v. Superior Industries  
4 International, Inc., et al., LASC No. BC 357912 [Wage and Hour Class Action]; Martinez v.  
5 Securitas Security Services USA, et al., SCSC No. 105-CV047499, et al. J.C.C.P. No. 4460  
6 [Wage and Hour Class Action]; Osuna v. DFG Restaurants, Inc., et al., LASC No. BC 330145  
7 [Wage and Hour Class Action]; Padron v. Universal Protection Service, OCSC No. 05CC00013  
8 [Wage and Hour Class Action]; Willems v. Diedrich Coffee, Inc., OCSC No. 07CC00015;  
9 Almero v. Quest Diagnostics, et. al.; USDC, CENTRAL DISCTRICT- Case No.: SACV 08-  
10 0794 [Wage and Hour Class Action]; Carey, et. al. v. Arthur J. Gallagher, et. al., USDC,  
11 SOUTHERN DISCTRICT- Case No.: 09-cv-0168 [Wage and Hour Class Action]; Guterrez, et.  
12 al. v. Hilton Hotel Corp., et. al.; Orange County Superior Court, Case No. 30-2009-00282002  
13 [Wage and Hour Class Action]; Herrador v. Culligan International Company, et al., USDC,  
14 CENTRAL DISTRICT, Case No. SACV 08-680 [Wage and Hour Class Action]; Vargas v.  
15 Sunopta, et. al. Orange County Superior Court Case NO. 30-2008-00100091 [Wage and  
Hour Class Action].

16 48. The following is a non-exhaustive list of other class action cases that I  
17 also litigated or am currently litigating: Cole, et. al. v. CRST Van Expedited, et. al.; USDC,  
18 CENTRAL DISCTRICT, EASTERN DIVISION- Case No.: EDCV 08-1570, Wage and Hour  
19 Class Action seeking past minimum wages and meal and rest break violations for drivers of  
20 Defendant in the State of California; Coordination Proceeding Special Title [Rule 1550(b)]  
21 Wackenhut Wage and Hour Cases, Los Angeles Superior Court, Case No. JCCP 4545, Wage  
22 and Hour Class Action seeking past wages for overtime, meal and rest period violations for  
23 security guards employed by defendant in the State of California; Coordination Proceeding  
24 Special Title [Rule 1550(b)] California Logistics Wage and Hour Cases, Los Angeles Superior  
25 Court, Case No. JCCP 4622, Wage and Hour Class Action seeking past wages for overtime,  
26 meal and rest period violations for misclassified drivers employed by defendant in the State of  
27 California. Gonzalez v. Robertson's Ready Mix, Ltd., Riverside County Superior Court, Case  
28 No. RIC 110770, Wage and Hour Class Action seeking past wages.

49. The following is a non-exhaustive list of class action cases in which I was either counsel or co-lead counsel in which final approval and attorneys' fees were granted along with my corresponding hourly rates approved by the various courts throughout my class action career: Walker v. Surf City Hospitality, aka Sharkeez, et al. OCSC, No. 05CC00293, hourly rate approved in 2006 at \$350.00 per hour; Padron v. Universal Protection Service, OCSC No. 05CC00013 and JCCP 4480, hourly rate approved in 2008 at \$400.00 per hour; Davila v. Beckman Coulter, Inc., OCSC No. 07CC01347, hourly rate approved in 2009 at \$500.00 per hour; Perez v. Naked Juice Company of Glendora, Inc., et. al., LASC No. BC387088, hourly rate approved in 2009 at \$500.00 per hour; Gonzalez v. Superior Industries International, Inc., et al., LASC No. BC 357912, approved fees of 33.3% of total settlement amount; Wilson v. MCP Foods, Inc. aka Firmenich, OCSC No. 30-2008-00065584-CU-OE-CXC, hourly rate approved in 2010 at \$500.00 per hour; Garcia v. Quiksilver, Inc., OCSC Case No. 30-2008-00083896-CU-OE-CXC, hourly rate approved in 2011 at \$500 per hour; Gutierrez, et. al. v. Hilton Hotels Corp., OCSC No. 30-2009-00282002-CU-OE-CXC, hourly rate approved in 2011 at \$550.00 per hour; Sanchez v. HVM LQ Management, LLC, USDC Central District No. SA CV11-00123 JAK (PJWx), hourly rate approved in 2012 at \$560.00 per hour; Esquivel v. Fairmont Hotels and Resorts, U.S., Inc., Case No. 30-2010-00418849-CU-OE-CXC, hourly rate approved in 2012 at \$600.00 per hour; Galvez v. Walt Disney Parks and Resorts U.S., Inc., OCSC NO. 30-2011-00473272-CU-OE-CXC, hourly rate approved in 2013 at \$600.00 per hour; Fernando v. GCS Service, Inc., OCSC No. 30-2011-00473162-CU-OE-CXC, hourly rate approved in 2013 at \$600.00 per hour; Navarro v. QS Wholesale, Inc., OCSC Case No. 30-2011-00462143-CU-OE-CXC, hourly rate approved in 2013 at \$600.00 per hour; LoCascio, et. al. v. Hertz Local Edition, SDSC Case No. 37-2015-00020830, hourly rate approved in 2017 at \$750 per hour; Terrado v. Accredited Debt Relief, et. al., SDSC Case No: 37-2018-00014181-CU-OE-CTL, hourly rate approved in 2018 at \$750 per hour; Singer, et. al. v. M.A.C. Cosmetics, SDSC Case No. 37-2019-00033695-CU-OE-CTL, hourly rate of approved in 2020 at \$850 per hour.

50. In addition to the requested attorneys' fees, our office has expended approximately \$7,046.52 in costs in prosecuting this action. These costs have been necessary

1 costs associated with prosecution of this important matter. Counsel for Plaintiff respectfully  
2 request the Court grant the request to have these costs repaid from the Settlement. Attached  
3 hereto as **Exhibit 3** is a true and correct copy of Class Counsel's costs bill.

4 51. Despite the complexity of the case, Class Counsel has, through the investment of  
5 substantial effort and the resources of my law firm been able to secure an outstanding settlement  
6 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual  
7 obstacles in demonstrating that class certification was appropriate. Plaintiffs would also have  
8 been required to establish a significant amount of witness testimony, pattern and practice  
9 evidence, statistical evidence, sampling evidence, expert testimony, and other evidence in order  
10 to present their case both at the class certification stage and trial. Defendant has vigorously  
11 contested liability, the amount of claimed damages, and the propriety of class certification, and  
12 would have continued to do so through trial. Accordingly, I believe the Settlement to be fair,  
13 reasonable, and adequate and in the best interests of the Settlement Class. The fairness and  
14 adequacy of the Settlement is confirmed by all known facts and circumstances, including the  
15 risk of significant delay and uncertainty associated with litigation, the various defenses asserted  
16 by Defendant, and numerous potential appellate issues.

17 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
18 this 19th day of July, 2021 at Irvine, California.

19 /s/ Gregory Mauro  
20 Gregory Mauro, Esq.  
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## **EXHIBIT 1**

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 Attorneys for Plaintiff JOSE L. DIAZ and  
 the Proposed Class  
*[Additional Counsel Listed on Following Pages]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF SAN BERNARDINO**

JOSE L. DIAZ, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION  
CORPORATION, et al,

Defendants.

KRYSTLE SHAY, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et al.

DEIDRE R. CHILDRESS, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et al.

Defendants.

**Lead Case No.: CIVDS1920120**

Consolidated with:

Santa Barbara County Case No. 19CV04466

Los Angeles County Case No. 20STCV03328

Los Angeles County Case No. 20STCV12806

**JOINT STIPULATION OF CLASS  
 ACTION AND PAGA SETTLEMENT  
 AND RELEASE**

Honorable David Cohn  
 Department S26

Santa Barbara County Superior Court  
 Case No.: 19CV0446

Los Angeles County Superior Court  
 Case No. 20STCV03328

DEIDRE R. CHILDRESS, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION  
CORPORATION, et al.,

Defendants.

Los Angeles County Superior Court  
Case No. 20STCV12806

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Attorneys for Plaintiff DEIDRE R. CHILDRESS

1 IT IS HEREBY STIPULATED, by and between the parties in the civil actions entitled  
2 JOSE L. DIAZ, KRYSTLE SHAY, and DEIDRE R. CHILDRESS, individually, and on behalf  
3 of all others similarly situated, (hereinafter “Plaintiffs”), on the one hand, and Defendants  
4 SANTA BARBARA TRANSPORTATION CORPORATION and STUDENT  
5 TRANSPORTATION OF AMERICA, INC. (hereinafter “Defendants”) (the “Plaintiffs  
6 Action”), and subject to the approval of the Court, that the Action is hereby compromised and  
7 settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action  
8 and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Stipulation of  
9 Settlement”) and that the Court shall make and enter judgment, subject to the continuing  
10 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set  
11 forth herein which by this reference become an integral part of this Stipulation of Settlement.

#### 12 **DEFINITIONS**

13 1. “Action” or “Plaintiffs’ Action” means the consolidated putative class and  
14 representative actions entitled *Jose L. Diaz, Krystle Shay, and Deidre R. Childress, individually,*  
15 *and on behalf of all others similarly situated v. Santa Barbara Transportation Corporation, et*  
16 *al., San Bernardino County Superior Court Lead Case No. CIVDS1920120, consolidated with*  
17 *Santa Barbara County Case No. 19CV04466; Los Angeles County Case No. 20STCV03328; Los*  
18 *Angeles County Case No. 20STCV12806.*

19 2. “Class Counsel” means Zachary Crosner, Esq., Blake Jones, Esq. and Michael  
20 Crosner, Esq. of CROSNER LEGAL, P.C.; Marcus Bradley, Esq. and Kiley Grombacher, Esq.  
21 of BRADLEY/GROMBACHER, LLP; Sahag Majarian II, Esq. of LAW OFFICES OF SAHAG  
22 MAJARIAN II; and, James Hawkins, Esq. and Gregory Mauro, Esq. of JAMES HAWKINS  
23 APLC.

24 3. “Class Counsel Award” means the Court-approved attorneys’ fees for Class  
25 Counsel’s litigation and resolution of the Action (not to exceed thirty-five percent [35%] of the  
26 Maximum Settlement Amount), and the court approved costs incurred by Class Counsel in  
27 connection with this Action.  
28

1           4.     “Class Information” or “Class Lists” means information regarding Class  
2 Members that Defendants shall in good faith compile from its records and shall be authorized  
3 by the Court to transmit in a secured manner to the Settlement Administrator. Class Information  
4 shall be transmitted in Microsoft Excel format and shall include each Class Member’s: (i) full  
5 name; (ii) last known address; (iii) Social Security number; and (iv) the number of work weeks  
6 worked for Defendants in California as non-exempt employees during the Class Period.

7           5.     “Class Members” or “Settlement Class” means all persons who have been  
8 employed by Santa Barbara Transportation Company as non-exempt employees in the State of  
9 California during the Class Period.

10           It shall be an opt-out class.

11           6.     “Class Period” means the period of July 10, 2015 through preliminary approval  
12 or sixty [60] days from full execution of this Agreement, whichever occurs first.

13           7.     “Class Representative Service Awards” means the Court-approved amounts to be  
14 paid to Plaintiff Jose Diaz in the amount of Seven Thousand And Five Hundred Dollars  
15 (\$7,500.00), Plaintiff Krystle Shay in the amount of Seven Thousand And Five Hundred Dollars  
16 (\$7,500.00), and Plaintiff Deidre Childress Seven Thousand And Five Hundred Dollars  
17 (\$7,500.00), in addition to each Plaintiffs’ Individual Settlement Award, in recognition of  
18 Plaintiffs’ efforts and risks in prosecuting the Action.

19           8.     “Defendants” means Defendants Santa Barbara Transportation Corporation and  
20 Student Transportation of America, Inc.

21           9.     “Defense Counsel” means Christopher Decker, Esq. of Ogletree, Deakins, Nash,  
22 Smoak & Stewart, P.C.

23           10.    “Effective Date” means the date when all of the following events have occurred:  
24 (i) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defense  
25 Counsel; (ii) the Court has given preliminary approval to the Stipulation of Settlement; (iii) the  
26 Notice of Class Action Settlement has been given to the putative members of the Settlement  
27 Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement  
28 or opt out of the settlement; (iv) the Court has held a Final Approval Hearing and entered a Final

1 Order and Judgment in the form of **Exhibit 3** to this Agreement; (v) any challenge to the Final  
2 Order and Judgment by objection or appeal, is resolved in favor of enforcement of the Final  
3 Order and Judgment; and, (vii) the time for any further appeal or review of the Final Order and  
4 Judgment has expired.

5 11. “Employer’s Share of Payroll Taxes” means Defendants’ portion of payroll  
6 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement  
7 Awards that constitutes wages.

8 12. “Final Approval Hearing” means the hearing to be conducted by the Court after  
9 the filing by Plaintiffs of an appropriate motion and following appropriate notice to Class  
10 Members giving Class Members an opportunity to request exclusion from the Settlement Class  
11 and Settlement and to object to the Settlement, at which time Plaintiffs shall request that the  
12 Court finally approve the Settlement, enter the Final Order and Judgment, and take other  
13 appropriate action.

14 13. “Final Order and Judgment” means the order and judgment to be entered by the  
15 Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding  
16 upon the Parties and Participating Class Members. A proposed Final Order and Judgment is  
17 attached to this Agreement as **Exhibit 3**.

18 14. “Final Report” means the report to be prepared by the Settlement Administrator  
19 (after the expiration of the 180-day period in which Participating Class Members must  
20 cash/deposit their Individual Settlement Award payment checks) regarding the distribution of  
21 the Maximum Settlement Amount, including the total amount that was cashed/deposited by  
22 Participating Class Members and the total amount of any unpaid residue or unclaimed or  
23 abandoned funds pursuant to California Code of Civil Procedure section 384.

24 15. “Individual PAGA Payment” means the amount payable from the PAGA  
25 Payment to each Class Member.

26 16. “Individual Settlement Award” means the amount payable from the Net  
27 Settlement Amount to each Participating Class Member.  
28

1           17.     “Maximum Settlement Amount” means the maximum amount Defendants shall  
2 have to pay in connection with this Settlement, by way of a common fund, which shall be  
3 inclusive of all Individual Settlement Awards to Participating Class Members, the Class  
4 Counsel Award, the Class Representative Service Awards, PAGA Payment, and Settlement  
5 Administration Costs. The Maximum Settlement Amount Defendants shall be required to pay  
6 is Three Million Dollars (\$3,000,000).

7           18.     “Net Settlement Amount” means the Maximum Settlement Amount, less the  
8 Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement  
9 Administration Costs.

10          19.     “Notice of Objection” means a Class Member’s valid and timely submission of a  
11 written objection to the Settlement. An objection should include: (a) the objector’s full name,  
12 signature, address, telephone number, and the last four digits of his/her Social Security number,  
13 (b) a written statement of all grounds for the objection accompanied by any legal support for  
14 such objection, and (c) copies of any papers, briefs, or other documents upon which the objection  
15 is based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or  
16 otherwise encourage or discourage Class Members from submitting a Notice of Objection or  
17 filing an appeal from the Final Order and Judgment.

18          20.     “PAGA Covered Employees” means all persons who have been employed by  
19 Santa Barbara Transportation Company as non-exempt employees in the State of California  
20 during the PAGA Covered Period.

21          21.     “PAGA Covered Period” means the period of May 7, 2018 through preliminary  
22 approval or sixty [60] days from full execution of this Agreement, whichever occurs first.

23          22.     “PAGA Payment” means the amount of Two Hundred And Fifty Thousand  
24 Dollars (\$250,000), subject to Court approval, to be paid from the Maximum Settlement  
25 Amount for satisfaction of Plaintiffs’ and Class Members’ claims under the California Private  
26 Attorneys’ General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”).  
27 Pursuant to the PAGA, seventy five percent (75%) or One Hundred Eighty-Seven Thousand  
28 Five Hundred Dollars (\$187,500) of this sum will be paid to the Labor and Workforce

1 Development Agency and twenty five percent (25%), or Sixty Two Thousand Five Hundred  
2 Dollars (\$62,500) will be distributed as the Individual PAGA Payments to PAGA Covered  
3 Employees.

4 23. "PAGA Release" or "PAGA Released Claims" means the release by the  
5 California Labor Workforce Development Agency, and any persons purporting to act on its  
6 behalf, including all PAGA Covered Employees, of all claims against any Release Party for  
7 civil penalties recoverable under PAGA that arise out of or relate to the Released Claims, during  
8 the PAGA Covered Period. In light of the binding nature of a PAGA judgment on non-party  
9 employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members  
10 employed by Defendants on or after May 7, 2018, who exclude themselves from this Settlement  
11 shall remain PAGA Covered Employees, shall receive an Individual PAGA Payment directly  
12 from the Settlement Administrator for the amount of each such individual's estimated share of  
13 the PAGA Payment as calculated by the Settlement Administrator, and shall be bound by the  
14 PAGA Release.

15 24. "Participating Class Members" means Plaintiffs and all other Class Members  
16 who do not submit a valid and timely Request for Exclusion.

17 25. "Parties" means Plaintiffs and Defendants.

18 26. "Plaintiffs" means Plaintiffs Jose Diaz, Krystle Shay and Deidre Childress.

19 27. "Preliminary Approval Order" means the order to be issued by the Court  
20 approving and authorizing the mailing of the Settlement Notice by the Settlement  
21 Administrator, setting the date of the Final Approval Hearing and granting preliminary approval  
22 of the Settlement set forth in this Stipulation of Settlement, among other things. A proposed  
23 Preliminary Approval Order is attached to this Agreement as **Exhibit 2**.

24 28. "Released Claims" includes all claims, causes of action and factual or legal  
25 theories that were alleged on behalf of the Class Members in Plaintiffs' consolidated Action, or  
26 could have been alleged based on the facts and legal theories contained in the Action, including  
27 all of the claims for relief asserted in any of the underlying Diaz, Shay, and/or Childress actions  
28 and any other claims or penalties which were asserted or could have been asserted based on the

1 facts in the underlying actions and out of the violations of the California Labor Code, the  
2 applicable Wage Orders, and/or the California Unfair Competition Law alleged in any of the  
3 underlying actions based on the facts alleged therein. The definition of Released Claims shall  
4 not be limited in any way by the possibility that Plaintiff or Class Members may discover new  
5 facts, legal theories, or legal arguments not alleged in the operative complaint in the Action but  
6 which might serve as an alternative basis for pursuing the same claims, causes of action, or legal  
7 theories of relief falling within the definition of Release Claims. These Released Claims  
8 expressly exclude claims for vested benefits, wrongful termination, unemployment insurance,  
9 disability, social security, workers' compensation, and claims arising outside of the Class  
10 Period.

11 29. "Released Parties" means Defendants and each of their present and former  
12 predecessors, successors, parent companies, subsidiaries, divisions, related or affiliated  
13 companies, and each of their shareholders, officers, directors, employees, agents, attorneys,  
14 insurers, successors and assigns, and any individual or entity which could be liable for any of  
15 the Released Claims.

16 30. "Released Claims Period" means from July 10, 2015 through preliminary  
17 approval or sixty (60) days from full execution of this Agreement, whichever occurs first.

18 31. "Request for Exclusion" means a written statement submitted by a Class Member  
19 indicating a request to be excluded from the Settlement. The Request for Exclusion must be in  
20 writing and should: (i) be signed by the Class Member; (ii) contain the name, address, telephone  
21 number, and the last four digits of the Social Security number of the Class Member requesting  
22 exclusion; (iii) clearly state that the Class Member does not wish to be included in the  
23 Settlement; (iv) be returned by fax or mail to the Settlement Administrator at the specific address  
24 and/or facsimile number; and (v) be postmarked or faxed on or before the Response Deadline.  
25 The date of the fax or postmark on the return mailing envelope will be the exclusive means to  
26 determine whether a Request for Exclusion has been timely submitted. A Class Member who  
27 does not request exclusion from the Settlement will be deemed a "Participating Class Member"  
28 and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the

1 Court. Any Class Member who validly requests to be excluded from the Settlement will no  
2 longer be a member of the Settlement Class and will not have any right to object, appeal, or  
3 comment on the Settlement, but will remain as a PAGA Covered Employee if employed on or  
4 after May 7, 2018, and will receive an Individual PAGA Payment for the PAGA Released  
5 Claims. No later than ten (10) calendar days after the Response Deadline, the Settlement  
6 Administrator shall provide counsel for Defendants a complete list of all Class Members who  
7 submitted a timely and valid Request for Exclusion.

8 32. "Response Deadline" means the deadline by which Class Members must  
9 postmark or fax to the Settlement Administrator a valid Request for Exclusion, objection or  
10 workweeks dispute. The Response Deadline will be forty-five (45) calendar days from the  
11 initial mailing of the Settlement Notices by the Settlement Administrator unless the 45<sup>th</sup> day  
12 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to  
13 the next day on which the U.S. Postal Service is open.

14 33. "Settlement" means the final and complete disposition of the Action pursuant to  
15 this Stipulation of Settlement.

16 34. "Settlement Administrator" or "Administrator" means any third-party action  
17 settlement administrator agreed to by the Parties and approved by the Court for purposes of  
18 administering this settlement. The Parties each represent that they will not have any financial  
19 interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
20 Administrator that could create a conflict of interest.

21 35. "Settlement Administration Costs" means the reasonable costs and fees of  
22 administering the Settlement to be paid from the Maximum Settlement Amount, not to exceed the  
23 reasonable estimate of the Settlement Administrator, including, but not limited to: (i) printing,  
24 mailing and re-mailing (if necessary) of Settlement Notices to Class Members; (ii) preparing and  
25 submitting to Class Members and government entities all appropriate tax filings and forms; (iii)  
26 computing the amount of and distributing Individual Settlement Awards, the Class Representative  
27 Service Awards, the Class Counsel Award; (iv) processing and validating Requests for Exclusion;  
28 (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi)

calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; and (vii) transmitting uncashed Individual Settlement Award payments to State Controller's Office, Unclaimed Property Division in the name of all Class Members who did not cash their check to be held on behalf of the Class Members.

36. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member containing: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Class definitions; (iv) the total number of Workweeks the respective Class Member worked for Defendants (according to Defendants' records); (v) the Class Member's estimated Individual Settlement Award and the formula for calculating Individual Settlement Awards; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion, and/or Notices of Objection; (viii) the Response Deadline; and (ix) the claims to be released pursuant to the Settlement of the Action.

37. "Workweeks" means the number of Workweeks worked by each Class Member for Defendants as an hourly paid employee during the Class Period. All Class Members will be entitled to payment for at least one Workweek.

38. "Workweek Dispute" means a written statement that a Class Member disputes the number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be faxed or mailed to the Settlement Administrator by the Response Deadline. The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the applicable Class Lists will be presumed to be

correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator's decision on all Workweek Disputes will be final and non-appealable.

39. "Workweek Value" means the value of each compensable Workweek, as determined by the formula set forth herein.

40. "Workweek Verification" means Defendants certifies that the estimated number of workweeks for all class members from July 10, 2015, to December 11, 2020, is 218,845 ("Certified Workweek Amount"). Defendants shall provide a declaration verifying the number of Class Members and total workweeks worked by them collectively during the Class Period. If the actual number of weeks worked by the Class Members between July 10, 2015, and December 11, 2020 in which they were classified by the Company as non-exempt employees of the Company exceeds 110% of 218,845, Plaintiffs shall have the right in their sole discretion to revoke this Settlement and the parties will return to the position they held before they entered into this Agreement, as if they had never entered into this Agreement. Plaintiffs shall be required to pay any costs of administration incurred if they choose to void this Agreement pursuant solely to this Paragraph.

### **RECITALS**

41. Procedural History.

a. On June 19, 2019, Plaintiff Krystle Shay submitted the PAGA Notice to the LWDA for the purpose of complying with Labor Code §2699.3's notice requirement, giving notice of Plaintiff's intentions to file the Action.

b. On January 27, 2020, Plaintiff Deidre Childress submitted the PAGA Notice to the LWDA for the purpose of complying with Labor Code §2699.3's notice requirement, giving notice of Plaintiff's intentions to file the Action.

c. On July 10, 2019, Plaintiff Jose Diaz filed a class action case entitled *Jose L. Diaz v. Santa Barbara Transportation Corporation, et al.* (San Bernardino County Case No. CIVDS1920120) (the "Diaz Action").

d. On August 21, 2019, Plaintiff Krystle Shay filed a class action case entitled *Krystle Shay v. Santa Barbara Transportation Corporation, et al.* (Santa Barbara County Case No. 19CV0446) (the “Shay” Action).

e. January 27, 2020, Plaintiff Deidre Childress filed a class action case entitled *Deidre Childress v. Santa Barbara Transportation Corporation, et al.* (Los Angeles County Case No. 20STCV03328).

f. January 27, 2020, Plaintiff Deidre Childress filed a PAGA case entitled *Deidre Childress v. Santa Barbara Transportation Corporation, et al.* (Los Angeles County Case No. 20STCV12806).

g. On October 20, 2020, Plaintiffs Diaz, Shay and Childress filed a consolidated class action complaint alleging the following causes of action: (1) Unpaid minimum wages and liquidated damages; (2) Unpaid overtime; (3) Defendants’ failure to provide meal periods or compensation in lieu thereof; (4) Defendants’ failure to provide rest periods or compensation in lieu thereof; (5) Defendants’ failure to provide accurate wage statements; (6) Defendants’ failure to pay split-shift premiums; (7) Waiting time penalties; (8) Violation of California *Business and Professions* Code 17200, et seq.; and (9) Violation of Private Attorneys General Act Labor Code 2699, et seq.

h. On February 1, 2021, Plaintiffs and Defendants mediated Plaintiffs’ Action in a full-day of arms-length mediation before mediator, Michael Dickstein, Esq., and reached a global, non-reversionary, all-in class action settlement of Three Million Dollars (\$3,000,000), which is now confirmed in this long form settlement agreement (“Agreement” or “Settlement Agreement”).

42. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs’ disputes in the Action through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both

generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiffs and Class Counsel also have taken into account Defendants' agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Stipulation of Settlement is fair, adequate, and reasonable and is in the best interests of all Class Members.

43. Defendants' Reasons for Settlement. Defendants have concluded that further defense of the Action would be protracted and expensive. Substantial amounts of Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants have also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendants contend they are not liable for any of the claims alleged by Plaintiffs in the Action and deny any liability whatsoever, Defendants, nonetheless, have agreed to settle in the manner and upon the terms set forth in this Stipulation of Settlement and to fully and finally put to rest the claims alleged in this Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation of Settlement is a compromise of disputed claims. Nothing contained in this Stipulation of Settlement, no documents referred to herein, and no action taken to carry out this Stipulation of Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend that they have complied with all applicable state, federal and local laws. In the event this Settlement does not obtain final approval, each of Defendants retain all rights it has to defend itself in this matter and to take any actions in defense of itself that are available to it.

#### **CLASS CERTIFICATION**

44. Solely for purposes of settling the Action, and not for purposes of class certification should the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement

1 Class have been met and are met. More specifically, for purposes of settlement only, the Parties  
2 stipulate and agree that:

3 a. The Settlement Class is ascertainable and so numerous as to make it  
4 impracticable to join all Class Members;

5 b. There are common questions of law and fact including, but not limited to,  
6 the following:

7 i. Whether Defendants failed and continue to fail to provide appropriate  
8 wages to members of the Putative Class;

9 ii. Whether Defendants failed and continue to fail to provide meal  
10 periods to the members of the Putative Class in violation of the  
11 California Labor Code and IWC Wage Orders;

12 iii. Whether Defendants failed and continue to fail to provide rest periods  
13 to the members of the Putative Class in violation of the California  
14 Labor Code and IWC Wage Orders;

15 iv. Whether the members of the Putative Class that are no longer  
16 employed by the Defendants are entitled to penalties pursuant to  
17 California Labor Code §203;

18 v. Whether Plaintiffs and the members of the Putative Class sustained  
19 damages, and if so, the proper measure of such damages, as well as  
20 interest, penalties, costs, attorneys' fees, and equitable relief;

21 vi. Whether Defendants failed to pay Plaintiffs and the members of the  
22 Putative Class wages for all hours worked;

23 vii. Whether Defendants failed to issue appropriate wage statements to  
24 Plaintiffs and the members of the Putative Class;

25 viii. Whether Defendants failed to provide appropriate pay when Plaintiffs  
26 and members of the Putative Class worked split shifts; and

27 ix. Whether Defendants' conduct as alleged herein violates the Unfair  
28 Business Practices Act of California, Business and Professions Code

§ 17200, et seq..

c. Class Representatives' claims are typical of the claims of the Settlement Class;

d. Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class;

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; and

f. Questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

45. Should this Settlement not be approved or be terminated, all stipulations set forth in the immediately preceding Paragraph shall be null and void and shall not be admissible for any purpose whatsoever.

#### **TERMS OF SETTLEMENT**

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

46. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members and Participating PAGA Members, subject to the terms and conditions hereof and the Court's approval.

47. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members, Participating PAGA Members and Class Counsel understand and agree that they shall be solely and legally responsible for the payment of all applicable taxes and penalties assessed on the payments specified herein.

1           48.   Circular 230 Disclaimer. The Parties acknowledge and agree that (i) no provision  
2 of this Stipulation of Settlement, and no written communication or disclosure between or among  
3 the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor  
4 shall any such communication or disclosure constitute or be construed or be relied upon as, tax  
5 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,  
6 as amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,  
7 independent legal and tax counsel for advice (including tax advice) in connection with this  
8 Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the  
9 recommendation of any other party or any attorney or advisor to any other party, and (c) is not  
10 entitled to rely upon any communication or disclosure by any attorney or adviser to any other  
11 party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no  
12 attorney or adviser to any other party has imposed any limitation that protects the confidentiality  
13 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally  
14 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any  
15 transaction, including any transaction contemplated by this Stipulation of Settlement.

16           49.   Preliminary Approval of Settlement. Class Counsel shall reserve an available date  
17 for a hearing on Plaintiffs' Motion for Preliminary Approval so that the Parties may request  
18 provisional certification of the Settlement Class for settlement purposes only and the setting of a  
19 Final Approval Hearing date. Class Counsel shall provide the Motion for Preliminary Approval  
20 to Counsel for Defendants for review and approval at least three court days prior to the deadline  
21 for filing the motion with the Court. The Parties agree to work diligently and cooperatively to  
22 have this Settlement presented to the Court for preliminary approval. The proposed Order  
23 granting Plaintiffs' Motion for Preliminary Approval is attached to this Agreement as **Exhibit**  
24 **2.**

25           50.   Release by All Participating Class Members. All Participating Class Members,  
26 including Plaintiffs, shall be deemed to have released their respective Released Claims against the  
27 Released Parties upon the date on which the payment of the Maximum Settlement Amount is  
28 made by Defendants. Plaintiffs and Class Members who do not request exclusion will be deemed

1 to have fully, finally and forever released, settled, compromised, relinquished, and discharged  
2 with respect to all of the Released Parties for any and all Released Claims that accrued during the  
3 Released Claims Period. The Settlement Class and each Class Member who has not submitted a  
4 valid Request for Exclusion, fully releases and discharges the Released Parties for the Released  
5 Claims for any period during the Released Claims Period.

6 51. PAGA Release by PAGA Covered Employees. All PAGA Covered  
7 Employees, shall be deemed to have released their respective PAGA Released Claims, against  
8 the Released Parties upon the date on which the payment of the Maximum Settlement Amount is  
9 made by Defendants. It is understood that PAGA Covered Employees will not have the  
10 opportunity to opt out of, or object to, the PAGA Release. Further, the PAGA Covered  
11 Employees are bounded by the PAGA Release regardless of whether they cash and/or otherwise  
12 negotiate their Individual PAGA Payment.

13 52. Additional Release and Waiver of Claims by Plaintiffs. In addition to the release  
14 of Released Claims against the Released Parties made by all Participating Class Members, as set  
15 forth above, each of Plaintiffs, in their individual capacity, agrees to release the Released Parties  
16 from any and all claims, actions, charges, complaints, grievances and causes of action, of  
17 whatever nature, known and unknown, which exist or may exist on Plaintiff's behalf as of the date  
18 of this Agreement, including but not limited to any and all tort claims, contract claims, wage  
19 claims, wrongful termination claims, disability claims, benefit claims, public policy claims,  
20 retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of  
21 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims  
22 arising under federal, state and/or local law, statute, ordinance, regulation, common law, or other  
23 source of law, including but not limited to claims arising from or related to their employment with  
24 Defendants and their compensation while an employee of the Defendants ("Plaintiffs' Released  
25 Claims").

26 53. Plaintiffs' Released Claims include all claims, whether known or unknown.  
27 Even if a Plaintiff discovers facts in addition to or different from those that he or she now  
28 knows or believes to be true with respect to the subject matter of Plaintiffs' Released Claims,

1 those claims will remain released and forever barred. To effect a full and complete general  
2 release as described above, each of Plaintiffs expressly waives and relinquishes all rights and  
3 benefits of section 1542 of the Civil Code of the State of California, and does so understanding  
4 and acknowledging the significance and consequence of specifically waiving section 1542.  
5 Section 1542 of the Civil Code of the State of California states as follows:

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

11 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
12 complete release and discharge of the Released Parties, each of Plaintiffs expressly acknowledges  
13 this Stipulation of Settlement is intended to include in its effect, without limitation, all claims he  
14 or she does not know or suspect to exist in his or her favor at the time of signing this Stipulation  
15 of Settlement, and that this Stipulation of Settlement contemplates the extinguishment of any such  
16 claims. Each of Plaintiffs warrants that he or she has read this Stipulation of Settlement, including  
17 this waiver of California Civil Code section 1542, and that he or she has consulted with or had the  
18 opportunity to consult with counsel of his or her choosing about this Stipulation of Settlement and  
19 specifically about the waiver of section 1542, and that he or she understands this Stipulation of  
20 Settlement and the section 1542 waiver, and so freely and knowingly enters into this Stipulation  
21 of Settlement. Each of Plaintiffs further acknowledges that he or she later may discover claims or  
22 facts different from or in addition to those he or she now knows or believes to be true regarding  
23 the matters released or described in this Stipulation of Settlement, and even so he or she agrees  
24 that the releases and agreements contained in this Stipulation of Settlement shall remain effective  
25 in all respects notwithstanding any later discovery of any different or additional facts. Each of  
26 Plaintiffs expressly assumes any and all risk of any mistake in connection with the true facts  
27 involved in the matters, disputes, or controversies released or described in this Stipulation of  
28 Settlement or with regard to any facts now unknown to him or her relating thereto. The Parties

1 further acknowledge, understand and agree that this representation and commitment is essential to  
2 the Agreement and that this Agreement would not have been entered into were it not for this  
3 representation and commitment.

4 54. Plaintiff Shay Less Than 40 Years Old. Plaintiff Krstyle Shay represents and  
5 warrants that, at the time her employment with Defendants ended, she was less than 40 years old.  
6 Plaintiff Shay understands that this representation is a material element of this Settlement and that,  
7 had she not provided this representation, Defendants would have required additional terms to this  
8 Settlement in order to obtain an enforceable waiver of any claims she might have under the Age  
9 Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit  
10 Protection Act of 1990 (29 U.S.C. §§ 621, et seq.).

11 55. Plaintiffs Childress and Diaz's Right to Revoke: Each of Plaintiffs Deidre  
12 Childress and Jose Diaz acknowledges that he or she is knowingly and voluntarily waiving and  
13 releasing any rights he or she may have under the Age Discrimination in Employment Act of  
14 1967 ("ADEA"). He or she also acknowledges that the Class Representative Service Award to  
15 him is in addition to anything of value to which he or she was already entitled. Each of Plaintiffs  
16 Childress and Diaz further acknowledges that he or she has been advised by this writing, as  
17 required by the Older Workers' Benefit Protection Act, that: (a) his or her waiver and release of  
18 Plaintiffs' Released Claims does not apply to any rights or claims that may arise after the  
19 Effective Date of this Agreement; (b) he or she should consult with an attorney prior to executing  
20 this Agreement; (c) he or she has at least twenty-one (21) days to consider this Agreement  
21 (although he or she may by his own choice execute this Agreement earlier); (d) he or she has  
22 seven (7) days following the execution of this Agreement to revoke the Agreement; and (e) this  
23 Agreement shall not be effective earlier than the next business day following the expiration of this  
24 7-day revocation period. Each of Plaintiffs Childress and Diaz may revoke this Agreement only  
25 by giving the Defendants formal, written notice of his or her revocation of this Agreement,  
26 addressed to: Christopher W. Decker, Esq., Ogletree Deakins P.C., 400 South Hope Street, 12th  
27 Floor, Los Angeles, CA 90071; fax: 213-239-9045, to be received by the Defendants by the close  
28 of business on the seventh day following the Plaintiff's execution of this Agreement.

1           56.   Settlement Administration.

2           a.       Within fifteen (15) calendar days of entry of the Preliminary Approval  
3 Order, Defendants shall provide the Settlement Administrator with the Class Lists for purposes  
4 of mailing the Settlement Notices to Class Members. The Settlement Administrator shall not be  
5 permitted to share any Class Information included in the Class Lists with Plaintiffs or Class  
6 Counsel absent express approval by Defendants or Defense Counsel.

7           i.       Notice by First Class U.S. Mail. Upon receipt of the Class Lists, the  
8 Settlement Administrator shall perform a search based on the National Change of Address  
9 Database maintained by the United States Postal Service to update and correct any known or  
10 identifiable address changes. Within fifteen (15) calendar days after receiving the Class Lists from  
11 Defendants as provided herein, the Settlement Administrator shall mail copies of the Settlement  
12 Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall  
13 exercise its best judgment to determine the current mailing address for each Class Member. The  
14 address identified by the Settlement Administrator as the current mailing address shall be presumed  
15 to be the most current mailing address for each Class Member. The Parties agree that this  
16 procedure for notice provides the best notice practicable to Class Members and fully complies with  
17 due process.

18           ii.      Undeliverable Settlement Notices. Any Settlement Notice returned  
19 to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be  
20 re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the  
21 returned Settlement Notice by the Settlement Administrator. If no forwarding address is  
22 provided, the Settlement Administrator shall attempt to determine a correct address by the use of  
23 skip-tracing, or other type of automated search, using the name, address and/or Social Security  
24 number of the Class Member involved, and shall then perform a re-mailing to the Class Member  
25 whose Settlement Notice was returned as non-deliverable within five (5) calendar days of receipt  
26 of the returned Settlement Notice by the Settlement Administrator, assuming another mailing  
27 address is identified by the Settlement Administrator. Class Members who are sent a re-mailed  
28 Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the

1 date the Settlement Administrator re-mails the Settlement Notice. If these procedures are  
2 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the  
3 intended recipient of the Settlement Notice does not receive the Settlement Notice, the intended  
4 recipient shall nevertheless remain a Class Member and shall be bound by all terms of the  
5 Settlement and the Final Order and Judgment.

6                   iii.       Determination of Individual Settlement Awards and Individual  
7 PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the  
8 amounts of, each Individual Settlement Award and Individual PAGA Payment under the terms of  
9 this Stipulation of Settlement. The Settlement Administrator's determination of the eligibility for  
10 and amount of each Individual Settlement Award and Individual PAGA Payment shall be binding  
11 upon the Class Members and the Parties. In the absence of fraud or gross negligence, Defendants'  
12 workweek estimates shall be presumed accurate.

13                   iv.       Disputes Regarding Administration of Settlement. Any dispute  
14 not resolved by the Settlement Administrator concerning the administration of the Settlement  
15 shall be resolved by the Court.

16                   b.       Monitoring and Reviewing Settlement Administration. The Parties have  
17 the right to monitor and review the administration of the Settlement to verify that the monies  
18 allocated under the Settlement are distributed in the correct amount, as provided for in this  
19 Stipulation of Settlement. The Settlement Administrator shall not disclose to Class Counsel or  
20 Counsel for Defendants any personally-identifying information regarding Class Members or  
21 PAGA Covered Employees, except as expressly authorized in this Agreement.

22                   c.       Certification Reports Regarding Individual Settlement Award Calculations.  
23 The Settlement Administrator will provide Defense counsel and Class Counsel a weekly report  
24 which certifies: (i) the number of Class Members who have submitted valid Requests for  
25 Exclusion or objections; and (ii) whether any Class Member has submitted a challenge to any  
26 information contained in their Settlement Notice, including but not limited to the number of  
27 Class Members from the Settlement Class who have submitted a dispute of Workweeks.  
28 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated

1 reports regarding the administration of the Settlement Agreement as needed or requested.

2 d. Best Efforts. The Parties agree to use their best efforts to carry out the  
3 terms of this Settlement.

4 57. Funding and Allocation of Maximum Settlement Amount. The Maximum  
5 Settlement Amount shall be paid by Defendants in one lump sum payment within fifteen (15)  
6 calendar days after the Effective Date. Defendants shall provide the Maximum Settlement Amount  
7 to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a  
8 wire transfer. If this Settlement is not finally approved by the Court in full, or is terminated,  
9 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not  
10 occur, then no portion of the Maximum Settlement Amount shall be paid.

11 a. Payments to the Settlement Class. Class Members shall not be required  
12 to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of  
13 the Maximum Settlement Amount shall revert to Defendants or result in an unpaid residue. The  
14 Settlement Administrator shall first compute the Net Settlement Amount by deducting from the  
15 Maximum Settlement Amount approved by the Court: (i) the Class Counsel Award, (ii) Class  
16 Representative Service Awards, (iii) PAGA Payment, and (iv) Settlement Administration Costs.  
17 To the extent the Court does not approve the full requested attorneys' fees, litigation costs,  
18 enhancement payments or settlement administration costs, the Net Settlement Amount will  
19 increase accordingly, by the difference between the requested amount and the amount awarded  
20 by the Court.

21 i. Individual Settlement Award: From the Net Settlement Amount,  
22 the Settlement Administrator will calculate each Individual Settlement Award by dividing the  
23 Net Settlement Amount by the total number of Workweeks for the Class Period resulting in the  
24 Workweek Value and then multiplying the Workweek Value by the number of Workweeks  
25 worked by each Class Member. All Class Members will be entitled to payment for at least one  
26 Workweek. Defendants will provide the total number of Workweeks for each Class Member to  
27 the Settlement Administrator. The Settlement Administrator will calculate the number of  
28 Workweeks worked by the Class Members during the Class Period and the Individual

1 Settlement Awards to eligible Class Members. All Workweek Disputes will be resolved and  
2 decided by the Settlement Administrator and the Settlement Administrator's decision on all  
3 Workweek Disputes will be final and non-appealable.

4 ii. Individual PAGA Payment: The Settlement Administrator will  
5 calculate each PAGA Covered Employee's Individual PAGA Payment by dividing the 25% of  
6 the PAGA Payment to be distributed to PAGA Covered Employees, i.e. \$62,500, by the total  
7 number of weeks worked during the PAGA Covered Period by the PAGA Covered Employees  
8 collectively, resulting in the PAGA Workweek Value; and then multiplying the PAGA  
9 Workweek Value by the number of Workweeks worked by each PAGA Covered Employee  
10 during the PAGA Covered Period. All Class Members will be entitled to payment for at least  
11 one Workweek.

12 iii. Each Participating Class Member's Individual Settlement Award  
13 and each PAGA Covered Employee's Individual PAGA Payment shall be calculated solely by  
14 the Settlement Administrator using Defendants' Workweek data. Defendants' Workweek data  
15 will be presumed to be correct, unless a particular Class Member proves otherwise to the Claims  
16 Administrator by credible evidence. All Workweek Disputes will be resolved and decided by  
17 the Claims Administrator and the Claims Administrator's decision on all Workweek Disputes  
18 will be final and non-appealable.

19 iv. Individual Settlement Award and Individual PAGA Payments  
20 shall be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each  
21 Participating Class Member's last known mailing address within ten (10) calendar days after  
22 Defendants provides the Settlement Administrator with the Maximum Settlement Amount.  
23 Prior to mailing the Individual Settlement Awards and the Individual PAGA Payments, the  
24 Settlement Administrator shall perform a search based on the National Change of Address  
25 Database maintained by the United States Postal Service to update and correct any known or  
26 identifiable address changes.

27 v. Should any of the following occur, the Settlement Administrator  
28 will proportionately increase the estimated Individual Settlement Award of each Participating

1 Class Member to ensure that the entire Net Settlement Amount is distributed to Participating  
2 Class Members: (i) any Class Members submit timely and valid, or otherwise accepted,  
3 Requests for Exclusion following the provision of Settlement Notices and expiration of the  
4 Response Deadline; (ii) the Court approves the Class Representative Service Awards in  
5 amounts less than those requested by Plaintiffs, as detailed herein; (iii) the Court approves a  
6 Class Counsel Award in an amount less than that requested by Plaintiffs, as detailed herein;  
7 and/or (iv) the Court approves Settlement Administration Costs in an amount less than that  
8 requested by Plaintiffs, as detailed herein.

9 vi. Individual Settlement Award payments and Individual PAGA  
10 Payments shall be made by check and shall be made payable to each Participating Class  
11 Member as set forth in this Stipulation of Settlement.

12 vii. Individual Settlement Awards shall be allocated as follows:  
13 twenty percent (20%) as alleged unpaid wages subject to all applicable tax withholdings, and  
14 eighty percent (80%) as alleged unpaid interest and unpaid penalties. The Settlement  
15 Administrator shall issue an IRS Form W-2 to each Participating Class Member for the portion  
16 of each Individual Settlement Award payment allocated as alleged unpaid wages and subject to  
17 all applicable tax withholdings, and shall remit and report such withholdings to the relevant  
18 taxing authorities. The Settlement Administrator shall issue an IRS Form 1099 to each Class  
19 Member for the portion of each Individual Settlement Award and for the Individual PAGA  
20 Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll  
21 tax withholdings. The Settlement Administrator shall calculate the amount of the Employer's  
22 Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax  
23 payment to the appropriate taxing authorities in a timely manner. Defendants will be responsible  
24 for paying its share of the Payroll Taxes and this amount will not be deducted from the  
25 Maximum or Net Settlement Amount.

26 viii. After the expiration of the 180-day period, the Settlement  
27 Administrator will prepare the Final Report regarding the distribution of the Maximum  
28 Settlement Amount, including the total amount that was cashed/deposited by Participating Class

Members and the total amount of any uncashed settlement checks pursuant to California Code of Civil Procedure section 384. After the Final Report is filed, the total amount of any uncashed settlement checks will be transmitted by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division in the name of all Class Members who did not cash their check.

ix. In the event a Class Member fails to cash/deposit his or her Individual Settlement Award check and/or Individual PAGA Payment check, the Participating Class Member shall nevertheless remain bound by the Settlement.

x. All monies received by Class Members under the Settlement which are attributable to wages shall constitute income to such Class Members solely in the year in which such monies actually are received by the Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole payments to be made by Defendants to Class Members in connection with this Settlement, with the exception of Plaintiffs, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards and/or Individual PAGA Payments. Furthermore, the receipt of Individual Settlement Awards and Individual PAGA Payments by Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Class Member(s) and Defendants.

b. Class Representative Service Awards. For the purposes of this Settlement only, the Parties agree to the designation of Plaintiffs Jose Diaz, Krystle Shay and Deidre Childress as Class Representatives. In recognition of their time and effort in bringing and presenting the Action and for releasing their Released Claims, Plaintiffs shall request Class

1 Representative Service Awards not to exceed Seven Thousand Five Hundred Dollars (\$7,500)  
2 to Jose Diaz, Seven Thousand Five Hundred Dollars (\$7,500) to Krystle Shay and Seven  
3 Thousand Five Hundred Dollars (\$7,500) to Deidre Childress. Plaintiffs' request for such Class  
4 Representative Service Awards shall be subject to approval from the Court. Defendants agrees  
5 not to oppose or object to Plaintiffs' request for Class Representative Service Awards in an  
6 amount not to exceed this amount. The Class Representative Service Awards will be in addition  
7 to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. The Settlement  
8 Administrator shall issue an IRS Form 1099 to Plaintiffs for their Class Representative Service  
9 Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on  
10 their Class Representative Service Awards. In the event that the Court reduces or does not  
11 approve the requested Class Representative Service Awards, neither Plaintiffs nor Class  
12 Counsel shall have the right to revoke the Settlement, or to appeal such order, and the  
13 Settlement will remain binding. Any amount requested by Plaintiffs for the Class  
14 Representative Service Awards and not awarded by the Court shall become part of the Net  
15 Settlement Amount and shall be distributed to Participating Class Members as part of their  
16 Individual Settlement Awards.

17 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys'  
18 fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount,  
19 which amounts to One Million Fifty Thousand Dollars (\$1,050,000). In addition, Class Counsel  
20 shall also be entitled to request an award of costs associated with Class Counsel's prosecution of  
21 the Action in an amount as documented in Class Counsel's billing statement and supported by  
22 declaration subject to approval from the Court. Defendants agrees not to oppose or object to  
23 Class Counsel's request for attorneys' fees or to Counsel's request for attorneys' costs. in the  
24 event the Court reduces or does not approve the requested Class Counsel Award, neither  
25 Plaintiffs nor Class Counsel shall have the right to revoke the Settlement or to appeal such  
26 order, the Settlement shall remain binding, and the difference between the requested Class  
27 Counsel Award and the amount awarded by the Court shall become part of the Net Settlement  
28 Amount and shall be distributed to Participating Class Members as part of their Individual

1 Settlement Awards. Class Counsel shall be solely and legally responsible to pay all applicable  
2 taxes on the Class Counsel Award. Class Counsel shall provide the Settlement Administrator with  
3 properly completed and signed copies of IRS Form W-9 in order for the Settlement Administrator  
4 to process the Class Counsel Award approved by the Court. The Settlement Administrator shall  
5 issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

6 58. Settlement Administration Costs. The Settlement Administration fees and  
7 expenses, which are estimated not to exceed the estimate of the Settlement Administrator to  
8 administer this settlement, shall be paid from the Maximum Settlement Amount. Prior to  
9 Plaintiffs filing a Motion for Final Approval of the Settlement, the Settlement Administrator  
10 shall provide the Parties with a statement detailing the Settlement Administration Costs to date.  
11 The Parties agree to cooperate in the Settlement Administration process and to make all  
12 reasonable efforts to control and minimize Settlement Administration Costs.

13 i. The Parties each represent they do not have any financial interest  
14 in the Settlement Administrator or otherwise have a relationship with the Settlement  
15 Administrator that could create a conflict of interest.

16 ii. The Settlement Administrator shall keep the Parties timely  
17 apprised of the performance of all Settlement Administrator responsibilities required by the  
18 Settlement. The Settlement Administrator shall be authorized to establish a Qualified  
19 Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Maximum  
20 Settlement Amount shall be placed and from which payments required by the Settlement shall  
21 be made.

22 59. Payroll Taxes. In accordance with this Settlement and to the fullest extent  
23 possible, the Maximum Settlement Amount shall resolve, satisfy and completely extinguish  
24 all of Defendants’ liability with respect to the Class Members, except that the Defendants  
25 shall solely be responsible for the employer portion of the payroll taxes on the portion of the  
26 Individual Settlement Awards that constitutes wages and these taxes shall be paid by the  
27 Defendants in addition to the Maximum Settlement Amount. Upon the transfer of the  
28 Maximum Settlement Amount and the employer portion of payroll taxes on the portion of the

Individual Settlement Awards that constitutes wages, Defendants shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Class Members.

60. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for the Court to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Class Counsel Award; and (ii) the Class Representative Service Awards. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for final approval.

61. Notice of Settlement and Judgment to LWDA. Defendant's Counsel will (i) provide notice of this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code section 2699(l)(2), (ii) submit to the LWDA the court's judgment that provides for an award or civil penalties under PAGA as required by Labor Code section 2699(l)(3).

62. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs, the Class Representatives' Service Award payments, and the PAGA Payment, should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class. As part of Plaintiffs' Motion for Preliminary Approval, Plaintiffs shall also apply to the Court for the entry of an Order in the form of **Exhibit 2** to this Agreement.

63. Duties of the Parties Following Final Approval. Class Counsel shall prepare a Motion for Final Approval and shall provide it to Counsel for Defendants for review and approval at least three court days prior to the deadline for filing the motion with the Court. In connection with the Motion for Final Approval, Class Counsel will submit a proposed Final Order of Approval and Judgment in the form of **Exhibit 3** to this Agreement.

64. Revocation of Settlement by Defendants. If Class Members representing more than an aggregate total of five percent (5%) of the weeks worked by all Class Members, collectively, submit a valid Request for Exclusion Defendants shall have the right, in their sole and absolute discretion, to rescind/void this Settlement Agreement and their stipulation to class certification within twenty (20) days after receiving from the Settlement Administrator the final list of opt-outs. Defendants agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elects to rescind/void the Settlement Agreement, it shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the Settlement Class certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendants chooses to terminate this Settlement Agreement solely under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs incurred to that point.

65. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order in the form of **Exhibit 2** to this Agreement ; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment in the form of **Exhibit 3** to this Agreement; or (iv) the Settlement does not become final for any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative

1 action against Defendants or any of the other Released Parties. Additionally, should the  
2 Settlement not become final for any reason, the Parties will request that the Court reopen  
3 proceedings within thirty (30) calendar days, and any Settlement Administration Costs already  
4 incurred by the Settlement Administrator shall be split evenly amongst the Parties. If  
5 Defendants elects to revoke the Settlement, as specified in Paragraph 53, the Parties and any  
6 monies required to be paid under this Settlement shall be returned to their respective statuses as  
7 of the date and time immediately prior to the execution of this Stipulation of Settlement, and the  
8 Parties shall proceed in all respects as if this Stipulation of Settlement had not been executed,  
9 except that any Settlement Administration Costs already incurred by the Settlement  
10 Administrator shall be paid to the Settlement Administrator by Defendants. In the event an  
11 appeal is filed from the Court's Final Order and Judgment, or any other appellate review is  
12 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or  
13 other appellate review and the stay shall only be lifted if the end result of the appeal or other  
14 proceeding is that the terms of this settlement agreement are upheld.

15 66. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this  
16 Settlement Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon  
17 signing this Settlement Agreement, they will not request to be excluded from this Settlement  
18 and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

19 67. Waiver of Certain Appeals. Either party may appeal any court order that  
20 materially alters the Settlement Agreement's terms. Notwithstanding the foregoing, in the event  
21 the Court reduces or does not approve the requested Class Counsel Award or Class  
22 Representative Service Awards, or PAGA Payment neither Plaintiffs nor Class Counsel shall  
23 have the right to revoke the Settlement or to appeal such order, and the Settlement shall remain  
24 binding.

25 68. No Admission by Defendants. Defendants denies all claims alleged in this Action  
26 and denies all wrongdoing whatsoever by Defendants. Neither this Stipulation of Settlement, nor  
27 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or  
28 admission, and none shall be used against Defendants as an admission or indication with respect

1 to any claim of any fault, concession, or omission by Defendants or that class certification is  
2 proper under the standard applied to contested certification motions. The Parties stipulate and  
3 agree to the certification of the proposed class for settlement purposes only. The Parties further  
4 agree that this Stipulation of Settlement will not be admissible in this or any other proceeding as  
5 evidence that either (i) a class action should be certified or (ii) either of Defendants is liable to  
6 Plaintiffs, any Class Member, any PAGA Covered Employee and/or the California Labor  
7 Workforce and Development Agency, other than according to the terms of this Stipulation of  
8 Settlement.

9 69. Publicity. Plaintiffs and Class Counsel agree not to disclose or publicize the  
10 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations  
11 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,  
12 except potential class members and as shall be contractually required to effectuate the terms of  
13 the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy  
14 as class counsel in other actions, Class Counsel may disclose the name of the Parties in this  
15 action and the venue/case number of this action (but not any other settlement details) for such  
16 purposes.

17 70. Waiver. No waiver of any condition or covenant contained in this Settlement  
18 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be  
19 considered to imply or constitute a further waiver by such party of the same or any other  
20 condition, covenant, right or remedy.

21 71. Judgment and Continued Jurisdiction. In connection with the motion for final  
22 approval of this Settlement, the Parties will present **Exhibit 3** to the Court for its approval,  
23 pursuant to Rule 3.770 of the California Rules of Court. After entry of the Judgment, the Court  
24 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and  
25 enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such  
26 post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement

27 72. Exhibits and Headings. The terms of this Stipulation of Settlement include the  
28 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully

1 set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the  
2 Settlement. The descriptive headings of any paragraphs or sections of this Stipulation of  
3 Settlement are inserted for convenience of reference only.

4 73. Amendment or Modification. This Stipulation of Settlement may be amended or  
5 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
6 interest.

7 74. Entire Agreement. This Stipulation of Settlement and any attached Exhibits  
8 constitute the entire agreement between the Parties, and no oral or written representations,  
9 warranties, or inducements have been made to Plaintiffs or Defendants concerning this  
10 Stipulation of Settlement or its Exhibits other than the representations, warranties, and  
11 covenants contained and memorialized in this Stipulation of Settlement and its Exhibits. No  
12 other prior or contemporaneous written or oral agreements may be deemed binding on the  
13 Parties.

14 75. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense  
15 Counsel warrant and represent they are expressly authorized by the Parties whom they represent  
16 to negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted  
17 to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to  
18 execute any other documents required to effectuate the terms of this Stipulation of Settlement.  
19 The Parties, Class Counsel and Defense Counsel shall cooperate with each other and use their best  
20 efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach  
21 agreement on the form or content of any document needed to implement the Settlement, or on any  
22 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the  
23 Parties may seek the assistance of the Court to resolve such disagreement. The person signing  
24 this Stipulation of Settlement on behalf of the Defendants represents and warrants that he/she is  
25 authorized to sign this Stipulation of Settlement on behalf of Defendants. Plaintiffs represent and  
26 warrants that they are authorized to sign this Stipulation of Settlement and that they have not  
27 assigned any claim, or part of a claim, covered by this Settlement of Settlement to a third party.  
28 The Parties have cooperated in the drafting and preparation of this Stipulation of Settlement.

Hence, in any construction made of this Stipulation of Settlement, the same shall not be construed against any of the Parties.

76. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

77. California Law Governs. All terms of this Stipulation of Settlement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

78. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

79. This Settlement is Fair, Adequate, and Reasonable. Plaintiffs represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and they have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

80. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of Settlement and all orders and judgments entered in connection therewith.

81. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms will be of no force and effect, except as

1 otherwise agreed to by the Parties in writing.

2 82. Binding Nature of Notice of Class Action Settlement. It is agreed that, because  
3 the Class Members are so numerous, it is impossible or impractical to have each Class Member  
4 execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the  
5 binding nature of the Settlement, and the release of Released Claims and shall have the same  
6 force and effect as if this Stipulation of Settlement were executed by each Participating Class  
7 Member.

8 83. No Unalleged Claims. Neither Plaintiffs nor Class Counsel are currently aware  
9 of any: (a) unalleged claims in addition to, or different from, those which are finally and  
10 forever settled and released against the Released Parties by this Settlement; and (b) unalleged  
11 facts or legal theories upon which any claims or causes of action could be brought against any  
12 Released Parties, except such facts and theories specifically alleged in the operative complaints  
13 in this Action. Plaintiffs and Class Counsel further represent that, other than the Action, they  
14 have no current intention of asserting any other claims against any of the Released Parties in  
15 any judicial or administrative forum. Plaintiffs and Class Counsel further represent that they do  
16 not currently know of or represent any persons who have expressed any interest in pursuing  
17 litigation or seeking any recovery against any of the Released Parties. The Parties  
18 acknowledge, understand and agree that the representations described in this paragraph are  
19 essential to the Agreement and that this Agreement would not have been entered into were it not  
20 for these representations.

21 84. Stay of Litigation. The Parties agree that upon the execution of the Agreement,  
22 the Action shall be stayed, except to effectuate the terms of this Agreement.

23 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
24 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs, on the  
25 one hand, and Defendants, on the other hand, as of the date(s) set forth below:

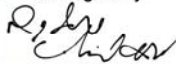
26  
27 Dated: \_\_\_\_\_

28 \_\_\_\_\_  
Plaintiff Krystle Shay

Dated: \_\_\_\_\_

Plaintiff Jose Diaz

Dated: 3/12/2021

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Plaintiff Deidre Childress

**SANTA BARBARA TRANSPORTATION  
CORPORATION**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**STUDENT TRANSPORTATION OF  
AMERICA, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

**BRADLEY & GROMBACHER, LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Marcus Bradley, Esq.  
Kiley Grombacher, Esq.  
Attorneys for Plaintiff Jose Diaz

**CROSNER LEGAL, PC**

Dated: \_\_\_\_\_

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Dated: 3/12/2021

DocuSigned by:

Jose Diaz

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Plaintiff Jose Diaz

Dated: \_\_\_\_\_

Plaintiff Deidre Childress

**SANTA BARBARA TRANSPORTATION  
CORPORATION**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**STUDENT TRANSPORTATION OF  
AMERICA, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

**BRADLEY & GROMBACHER, LLP**

Dated: 3/14/21



Marcus Bradley, Esq.

Kiley Grombacher, Esq.

Attorneys for Plaintiff Jose Diaz

**CROSNER LEGAL, PC**

Dated: \_\_\_\_\_

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3 Plaintiff Jose Diaz

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5 Dated: \_\_\_\_\_

6 Plaintiff Deidre Childress

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8 **SANTA BARBARA TRANSPORTATION**  
9 **CORPORATION**

10 Dated: \_\_\_\_\_

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13 Please Print Name of Authorized Signatory

14 **STUDENT TRANSPORTATION OF**  
15 **AMERICA, INC.**

16 Dated: \_\_\_\_\_

17  
18 Please Print Name of Authorized Signatory

19  
20 **APPROVED AS TO FORM**

21  
22 **BRADLEY & GROMBACHER, LLP**

23 Dated: \_\_\_\_\_

24 Marcus Bradley, Esq.  
25 Kiley Grombacher, Esq.  
26 Attorneys for Plaintiff Jose Diaz

27 **CROSNER LEGAL, PC**

28 Dated: 3/15/2021



1 otherwise agreed to by the Parties in writing.

2 82. Binding Nature of Notice of Class Action Settlement. It is agreed that, because  
3 the Class Members are so numerous, it is impossible or impractical to have each Class Member  
4 execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the  
5 binding nature of the Settlement, and the release of Released Claims and shall have the same  
6 force and effect as if this Stipulation of Settlement were executed by each Participating Class  
7 Member.

8 83. No Unalleged Claims. Neither Plaintiffs nor Class Counsel are currently aware  
9 of any: (a) unalleged claims in addition to, or different from, those which are finally and  
10 forever settled and released against the Released Parties by this Settlement; and (b) unalleged  
11 facts or legal theories upon which any claims or causes of action could be brought against any  
12 Released Parties, except such facts and theories specifically alleged in the operative complaints  
13 in this Action. Plaintiffs and Class Counsel further represent that, other than the Action, they  
14 have no current intention of asserting any other claims against any of the Released Parties in  
15 any judicial or administrative forum. Plaintiffs and Class Counsel further represent that they do  
16 not currently know of or represent any persons who have expressed any interest in pursuing  
17 litigation or seeking any recovery against any of the Released Parties. The Parties  
18 acknowledge, understand and agree that the representations described in this paragraph are  
19 essential to the Agreement and that this Agreement would not have been entered into were it not  
20 for these representations.

21 84. Stay of Litigation. The Parties agree that upon the execution of the Agreement,  
22 the Action shall be stayed, except to effectuate the terms of this Agreement.

23 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
24 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs, on the  
25 one hand, and Defendants, on the other hand, as of the date(s) set forth below:

26  
27 Dated: 03 / 18 / 2021

  
\_\_\_\_\_  
Plaintiff Krystle Shay

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2 Dated: \_\_\_\_\_

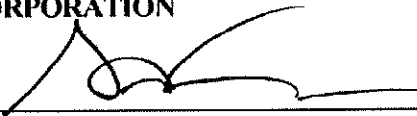
Plaintiff Jose Diaz

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5 Dated: \_\_\_\_\_

Plaintiff Deidre Childress

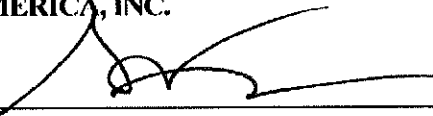
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8 **SANTA BARBARA TRANSPORTATION**  
9 **CORPORATION**

10 Dated: 3/15/2021

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12 David P. Frenzia  
13 Please Print Name of Authorized Signatory

14 **STUDENT TRANSPORTATION OF**  
15 **AMERICA, INC.**

16 Dated: 3/15/2021

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18 David P. Frenzia  
19 Please Print Name of Authorized Signatory

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21 **APPROVED AS TO FORM**

22 **BRADLEY & GROMBACHER, LLP**

23  
24 Dated: \_\_\_\_\_

25 \_\_\_\_\_  
26 Marcus Bradley, Esq.  
27 Kiley Grombacher, Esq.  
28 Attorneys for Plaintiff Jose Diaz

**CROSNER LEGAL, PC**

Dated: \_\_\_\_\_

Zachary Crosner, Esq.  
Blake Jones, Esq.  
Michael Crosner, Esq.  
Attorney for Plaintiff Krystle Shay

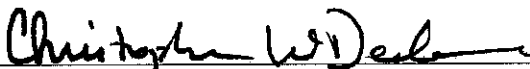
**JAMES HAWKINS APLC**

Dated: \_\_\_\_\_

James Hawkins, Esq.  
Gregory Mauro, Esq.  
Attorney for Plaintiff Deidre Childress

**OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.**

Dated: 3/16/2021

  
Christopher Decker, Esq.  
Attorneys for Defendants

Zachary Crosner, Esq.  
Blake Jones, Esq.  
Michael Crosner, Esq.  
Attorney for Plaintiff Krystle Shay

**JAMES HAWKINS APLC**

Dated: 03/15/2021



James Hawkins, Esq.  
Gregory Mauro, Esq.  
Attorney for Plaintiff Deidre Childress

**OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.**

Dated: \_\_\_\_\_

Christopher Decker, Esq.  
Attorneys for Defendants

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## **EXHIBIT 2**

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 1 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

Date Range: 01/01/1900 to 07/07/2021  
 Timekeeper: All  
 Client: STUDENTRN001 Deidre Chidress  
 Matter: JRH 3657 Student Transportation of America- Deidre Chidress  
 Billing Type: All  
 Task Code: All  
 Hold Status: All (both Held and Non-Held)  
 Billing Status: Unbilled Only  
 Sorted by: Timekeeper,Date,Client

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                                       | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| GEM                                                  | Greg Mauro       |                                                                                                                                                                  |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/15/2019<br>Student Transportation of America- Deidre Chidress<br>discussions and conf w/ JRH re new case; complaint; review client docs; phone call w/ client | 13               | 2.60  | 2,210.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/16/2019<br>Student Transportation of America- Deidre Chidress<br>research; summary of issues; atty notes to MLW; re calendar                                  | 14               | 1.10  | 935.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/23/2020<br>Student Transportation of America- Deidre Chidress<br>draft complaint and docs; crs w/ JRH; phone call w/ client; additional docs; supporting docs | 17               | 3.10  | 2,635.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/26/2020<br>Student Transportation of America- Deidre Chidress<br>finalize complaint; phone call w/ client; docs; email MLW re filing and f/u                  | 18               | 3.00  | 2,550.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/30/2020<br>Student Transportation of America- Deidre Chidress<br>LWDA; email MLW re same; crs re same                                                         | 19               | 0.80  | 680.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/20/2020<br>Student Transportation of America- Deidre Chidress<br>r/r of min order                                                                             | 77               | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/27/2020<br>Student Transportation of America- Deidre Chidress<br>crs and email MLW re personal delivery; complaint and docs; confirm                          | 22               | 0.30  | 255.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/30/2020<br>Student Transportation of America- Deidre Chidress<br>strategy discussions w/ JRH re paga; complaint                                               | 133              | 1.50  | 1,275.00 | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 2 of 19  
 User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                      | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/01/2020<br>Student Transportation of America- Deidre Chidress<br>paga complaint; email MLW re filing; confirm                                | 131              | 2.20  | 1,870.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/08/2020<br>Student Transportation of America- Deidre Chidress<br>r/r of filing; POS and notice of minute order                               | 23               | 0.20  | 170.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/17/2020<br>Student Transportation of America- Deidre Chidress<br>r/r of min order                                                            | 114              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/20/2020<br>Student Transportation of America- Deidre Chidress<br>strategy discussions w/ JRH re related cases                                | 80               | 0.60  | 510.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/20/2020<br>Student Transportation of America- Deidre Chidress<br>related cases; review; due diligence                                        | 79               | 1.50  | 1,275.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/23/2020<br>Student Transportation of America- Deidre Chidress<br>prep and conf call                                                          | 157              | 1.00  | 850.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 05/21/2020<br>Student Transportation of America- Deidre Chidress<br>r/r min order                                                               | 156              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 05/22/2020<br>Student Transportation of America- Deidre Chidress<br>r/r min order                                                               | 163              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/01/2020<br>Student Transportation of America- Deidre Chidress<br>notice of case assignment; email MLW re filing; confirm; email              | 135              | 0.70  | 595.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/19/2020<br>Student Transportation of America- Deidre Chidress<br>cmc; email MLW re same                                                      | 153              | 0.30  | 255.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/24/2020<br>Student Transportation of America- Deidre Chidress<br>status conf; notice of related case; email MLW re filing; calendar; confirm | 138              | 1.00  | 850.00   | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
Report Time: 2:23AM  
Page: 3 of 19  
User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                 | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|----------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/25/2020<br>Student Transportation of America- Deidre Chidress           | 108              | 1.70  | 1,445.00 | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | due diligence re related cases                                             |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/27/2020<br>Student Transportation of America- Deidre Chidress           | 110              | 0.40  | 340.00   | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | conf and discussions w/ JRH re related cases                               |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/30/2020<br>Student Transportation of America- Deidre Chidress           | 71               | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | r/r notice of min order                                                    |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/02/2020<br>Student Transportation of America- Deidre Chidress           | 26               | 0.30  | 255.00   | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | crs w/ MLW re filing; notice and order; email re same                      |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/07/2020<br>Student Transportation of America- Deidre Chidress           | 123              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | r/r min order                                                              |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/09/2020<br>Student Transportation of America- Deidre Chidress           | 140              | 0.60  | 510.00   | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | isc report; email MLW re filing                                            |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/13/2020<br>Student Transportation of America- Deidre Chidress           | 74               | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | r/r of notice of min order                                                 |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/14/2020<br>Student Transportation of America- Deidre Chidress           | 159              | 1.00  | 850.00   | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep and review; conf call                                                 |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/16/2020<br>Student Transportation of America- Deidre Chidress           | 152              | 0.20  | 170.00   | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | r/r dec of demurring                                                       |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/24/2020<br>Student Transportation of America- Deidre Chidress           | 149              | 1.00  | 850.00   | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | courtcall; conf re same; email MLW re calendar                             |                  |       |          |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 08/02/2020<br>Student Transportation of America- Deidre Chidress           | 30               | 2.00  | 1,700.00 | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | strategy discussions w/ JRH; joint status; response to order to show cause |                  |       |          |      |              |                  |      |                |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
Report Time: 2:23AM  
Page: 4 of 19  
User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number                                      | Date<br>Matter Description                                       | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>crs and email re filing and calendar  | 08/04/2020<br>Student Transportation of America- Deidre Chidress | 32               | 0.30  | 255.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>r/r min order                         | 08/10/2020<br>Student Transportation of America- Deidre Chidress | 124              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>prep; review and attend courtcall     | 08/10/2020<br>Student Transportation of America- Deidre Chidress | 29               | 1.10  | 935.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>response to osc; crs and conf re same | 08/28/2020<br>Student Transportation of America- Deidre Chidress | 93               | 1.80  | 1,530.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>r/r min order                         | 09/09/2020<br>Student Transportation of America- Deidre Chidress | 127              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>joint status conf; crs re same; email | 09/18/2020<br>Student Transportation of America- Deidre Chidress | 142              | 0.70  | 595.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>joint status crs; email MLW re same   | 10/02/2020<br>Student Transportation of America- Deidre Chidress | 34               | 0.40  | 340.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>prep; review and courtcall            | 10/05/2020<br>Student Transportation of America- Deidre Chidress | 145              | 1.10  | 935.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>r/r min order                         | 10/09/2020<br>Student Transportation of America- Deidre Chidress | 128              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>consolidated complaint                | 10/20/2020<br>Student Transportation of America- Deidre Chidress | 111              | 1.20  | 1,020.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br><br>phone call w/ client re status        | 10/30/2020<br>Student Transportation of America- Deidre Chidress | 39               | 0.50  | 425.00   | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 5 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number                                                                                  | Date<br>Matter Description                                       | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>r/r order                                                                             | 11/12/2020<br>Student Transportation of America- Deidre Chidress | 101              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>joint stip and proposed order to dismiss; crs re same                                 | 11/16/2020<br>Student Transportation of America- Deidre Chidress | 87               | 1.00  | 850.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>notice re continue hearing; email MLW re same                                         | 11/23/2020<br>Student Transportation of America- Deidre Chidress | 37               | 0.30  | 255.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>prep; review; conf w/ JRH and conf call w/ mediator                                   | 11/25/2020<br>Student Transportation of America- Deidre Chidress | 160              | 1.50  | 1,275.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>stip and proposed order                                                               | 12/03/2020<br>Student Transportation of America- Deidre Chidress | 40               | 0.30  | 255.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>req for dismissal; email MLW re filing                                                | 12/03/2020<br>Student Transportation of America- Deidre Chidress | 146              | 0.80  | 680.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>r/r min order                                                                         | 12/04/2020<br>Student Transportation of America- Deidre Chidress | 166              | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>crs and conf re mediation                                                             | 01/13/2021<br>Student Transportation of America- Deidre Chidress | 50               | 0.50  | 425.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>r/r of bates; conf w/ JRH re same; crs w/ MLW re network upload for mediation; review | 01/15/2021<br>Student Transportation of America- Deidre Chidress | 70               | 6.30  | 5,355.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>bate review; analysis and mediation prep                                              | 01/18/2021<br>Student Transportation of America- Deidre Chidress | 176              | 8.00  | 6,800.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657<br>draft mediation brief and begin to prep                                               | 01/20/2021<br>Student Transportation of America- Deidre Chidress | 57               | 4.50  | 3,825.00 | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
Report Time: 2:23AM  
Page: 6 of 19  
User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                         | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/22/2021<br>Student Transportation of America- Deidre Chidress<br>data review; doc review and research; phone call w/ client                     | 63               | 6.70  | 5,695.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/24/2021<br>Student Transportation of America- Deidre Chidress<br>data analysis; conf; strategy and review                                       | 177              | 5.90  | 5,015.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/25/2021<br>Student Transportation of America- Deidre Chidress<br>mediation prep and review                                                      | 181              | 6.50  | 5,525.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/26/2021<br>Student Transportation of America- Deidre Chidress<br>analysis of damages; data review; strategy discussions w/ JRH re mediation     | 64               | 7.70  | 6,545.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/28/2021<br>Student Transportation of America- Deidre Chidress<br>bates 00001-10 review                                                          | 182              | 2.50  | 2,125.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/29/2021<br>Student Transportation of America- Deidre Chidress<br>bates sbt 00011-18; review; data                                               | 183              | 3.00  | 2,550.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/30/2021<br>Student Transportation of America- Deidre Chidress<br>bates sbt 00019-20; review and analysis                                        | 184              | 2.90  | 2,465.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/01/2021<br>Student Transportation of America- Deidre Chidress<br>final prep; review and mediation                                               | 46               | 10.00 | 8,500.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/01/2021<br>Student Transportation of America- Deidre Chidress<br>r/r of court docs; email MLW re same                                           | 52               | 0.20  | 170.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/02/2021<br>Student Transportation of America- Deidre Chidress<br>receipt of voicemail from client; phone call w/ client re status and mediation | 86               | 0.70  | 595.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/02/2021<br>Student Transportation of America- Deidre Chidress<br>review MOU; phone call w/ client; memo                                         | 106              | 1.60  | 1,360.00 | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 7 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                   | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/02/2021<br>Student Transportation of America- Deidre Chidress<br>review related cases                                                     | 83               | 0.50  | 425.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/04/2021<br>Student Transportation of America- Deidre Chidress<br>multiple crs re class admin and docs; memo                               | 84               | 1.00  | 850.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/11/2021<br>Student Transportation of America- Deidre Chidress<br>phone call w/ client re status; memo to file                             | 105              | 0.60  | 510.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/11/2021<br>Student Transportation of America- Deidre Chidress<br>multiple crs and emails re joint notice of settlement; email MLW re same | 104              | 1.10  | 935.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/16/2021<br>Student Transportation of America- Deidre Chidress<br>prep and attend courtcall; email MLW re calendar                         | 53               | 1.00  | 850.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/12/2021<br>Student Transportation of America- Deidre Chidress<br>final settlement w/ exhibits; email MLW re same and filing               | 96               | 3.10  | 2,635.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/15/2021<br>Student Transportation of America- Deidre Chidress<br>conf and crs; joint stip; PAGA and class                                 | 98               | 0.80  | 680.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/15/2021<br>Student Transportation of America- Deidre Chidress<br>prelim motion and supporting docs                                        | 168              | 2.90  | 2,465.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/28/2021<br>Student Transportation of America- Deidre Chidress<br>r/r of order                                                             | 91               | 0.10  | 85.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 05/05/2021<br>Student Transportation of America- Deidre Chidress<br>multiple crs; email re joint rep agreement; phone call w/ client         | 118              | 1.50  | 1,275.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/02/2021<br>Student Transportation of America- Deidre Chidress<br>crs and conf re final                                                    | 180              | 0.40  | 340.00   | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 8 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                                                                         | Ticket<br>Number | Hours  | Amount     | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------|------------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/06/2021<br>Student Transportation of America- Deidre Chidress<br>final approval motion; docs and crs                                                                                            | 172              | 2.30   | 1,955.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/07/2021<br>Student Transportation of America- Deidre Chidress<br>approximate time for case wrap up                                                                                              | 45               | 20.00  | 17,000.00  | BL   |              |                  | No   | Unbilled       |
| Totals For:GEM                                       |                  |                                                                                                                                                                                                    |                  | 141.60 | 120,360.00 |      |              |                  |      |                |
| JRH                                                  | James Hawkins    |                                                                                                                                                                                                    |                  |        |            |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/12/2019<br>Student Transportation of America- Deidre Chidress<br>receipt of email from MLW re potential new client; phone call w/ potential new client; email MLW re schedule meeting; calendar | 2                | 1.10   | 990.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/14/2019<br>Student Transportation of America- Deidre Chidress<br>research and due diligence re potential new case and prep                                                                      | 4                | 1.70   | 1,530.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/15/2019<br>Student Transportation of America- Deidre Chidress<br>new client meeting; retainer; intake and client docs                                                                           | 7                | 4.80   | 4,320.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/18/2019<br>Student Transportation of America- Deidre Chidress<br>review client docs; company info; research and further due diligence                                                           | 8                | 2.50   | 2,250.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/27/2019<br>Student Transportation of America- Deidre Chidress<br>phone call w/ client re follow up; additional docs and info                                                                    | 10               | 1.10   | 990.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 11/01/2019<br>Student Transportation of America- Deidre Chidress<br>review additional client docs; due diligence                                                                                   | 11               | 1.60   | 1,440.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/15/2019<br>Student Transportation of America- Deidre Chidress<br>strategy discussions w/ GEM re complaint; conf; venue; filing; memo                                                            | 12               | 1.40   | 1,260.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/20/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of min order                                                                                                           | 76               | 0.10   | 90.00      | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 9 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                   | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/30/2020<br>Student Transportation of America- Deidre Chidress<br>conf and strategy discussion re paga w/ GEM; review docs | 134              | 1.30  | 1,170.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/08/2020<br>Student Transportation of America- Deidre Chidress<br>r/r pos; notice and crs w/ GEM                           | 25               | 0.20  | 180.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/17/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of min order                                     | 115              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/20/2020<br>Student Transportation of America- Deidre Chidress<br>conf and discussions w/ GEM re related cases; review     | 81               | 0.60  | 540.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/23/2020<br>Student Transportation of America- Deidre Chidress<br>review and prep; conf call                               | 158              | 1.20  | 1,080.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 05/22/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of order                                         | 162              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/01/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of pos                                           | 136              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/27/2020<br>Student Transportation of America- Deidre Chidress<br>due diligence re related cases; conf w/ GEM re same      | 109              | 1.90  | 1,710.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/30/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of min order                                     | 116              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/07/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of min order                                     | 121              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/13/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of min order                                     | 75               | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
Report Time: 2:23AM  
Page: 10 of 19  
User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                                  | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 08/02/2020<br>Student Transportation of America- Deidre Chidress<br>strategy discussions re order to show cause                                             | 31               | 0.50  | 450.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 08/28/2020<br>Student Transportation of America- Deidre Chidress<br>multiple crs re osc; memo to file                                                       | 94               | 0.40  | 360.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/09/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of min order                                                                    | 129              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 11/12/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of order                                                                        | 102              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 11/23/2020<br>Student Transportation of America- Deidre Chidress<br>r/r of notice                                                                           | 38               | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 11/25/2020<br>Student Transportation of America- Deidre Chidress<br>conf call w/ mediator; conf w/ GEM re same                                              | 161              | 1.50  | 1,350.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/03/2020<br>Student Transportation of America- Deidre Chidress<br>r/r stip and order                                                                      | 41               | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/04/2020<br>Student Transportation of America- Deidre Chidress<br>receipt of min order                                                                    | 167              | 0.10  | 90.00    | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/13/2021<br>Student Transportation of America- Deidre Chidress<br>multiple crs re mediation; confirm; email MLW re calendar; payment; conf w/ GEM re same | 48               | 1.50  | 1,350.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/14/2021<br>Student Transportation of America- Deidre Chidress<br>crs and conf w/ mediator                                                                | 92               | 0.80  | 720.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/15/2021<br>Student Transportation of America- Deidre Chidress<br>receipt of bates; email w/ MLW re same; begin to review bates; conf w/ GEM re same      | 69               | 6.90  | 6,210.00 | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 11 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                             | Ticket<br>Number | Hours | Amount   | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|----------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/15/2021<br>Student Transportation of America- Deidre Chidress<br>crs and conf w/ MLW re mediation files; memo                                       | 60               | 1.10  | 990.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/16/2021<br>Student Transportation of America- Deidre Chidress<br>sbt 0001-20 review; pay code freq; bonus and OT analysis                           | 185              | 4.50  | 4,050.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/17/2021<br>Student Transportation of America- Deidre Chidress<br>due diligence for mediation                                                        | 175              | 8.20  | 7,380.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/19/2021<br>Student Transportation of America- Deidre Chidress<br>damage model and due diligence                                                     | 186              | 2.90  | 2,610.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/21/2021<br>Student Transportation of America- Deidre Chidress<br>review; prep for mediation                                                         | 58               | 5.50  | 4,950.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/23/2021<br>Student Transportation of America- Deidre Chidress<br>due diligence for mediation; review pay stubs; time clock and reports              | 61               | 7.00  | 6,300.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/24/2021<br>Student Transportation of America- Deidre Chidress<br>conf w/ GEM; strategy discussions; review; analysis; bate data                     | 178              | 5.10  | 4,590.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/26/2021<br>Student Transportation of America- Deidre Chidress<br>strategy discussions and begin damage model; analysis                              | 65               | 6.90  | 6,210.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/27/2021<br>Student Transportation of America- Deidre Chidress<br>finalize damage model; due diligence; time clock reports; analysis and conf w/ GEM | 66               | 7.00  | 6,300.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/30/2021<br>Student Transportation of America- Deidre Chidress<br>finalize analysis; conf due diligence                                              | 179              | 7.00  | 6,300.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/01/2021<br>Student Transportation of America- Deidre Chidress<br>participate in mediation; review and final prep                                    | 47               | 10.70 | 9,630.00 | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 12 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                       | Ticket<br>Number | Hours  | Amount     | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------|------------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/02/2021<br>Student Transportation of America- Deidre Chidress<br>conf w/ GEM re MOU; mediator crs                                             | 107              | 0.60   | 540.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/03/2021<br>Student Transportation of America- Deidre Chidress<br>crs and conf w/ class admin                                                  | 85               | 0.50   | 450.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/15/2021<br>Student Transportation of America- Deidre Chidress<br>dec and docs; prelim motion; crs and conf re same                            | 169              | 2.50   | 2,250.00   | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/28/2021<br>Student Transportation of America- Deidre Chidress<br>receipt of order                                                             | 90               | 0.10   | 90.00      | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 05/05/2021<br>Student Transportation of America- Deidre Chidress<br>rep agreement; joint                                                         | 120              | 0.60   | 540.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/02/2021<br>Student Transportation of America- Deidre Chidress<br>crs and conf w/ MLW re reports; final                                        | 170              | 0.40   | 360.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/06/2021<br>Student Transportation of America- Deidre Chidress<br>crs and conf re final and docs; conf re same                                 | 173              | 1.00   | 900.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/07/2021<br>Student Transportation of America- Deidre Chidress<br>est of time for case closure; final fairness                                 | 44               | 19.00  | 17,100.00  | BL   |              |                  | No   | Unbilled       |
| Totals For:JRH                                       |                  |                                                                                                                                                  |                  | 122.80 | 110,520.00 |      |              |                  |      |                |
| MLW                                                  | Melissa Whitson  |                                                                                                                                                  |                  |        |            |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/12/2019<br>Student Transportation of America- Deidre Chidress<br>receipt of voicemail from potential client; phone call and email JRH re same | 1                | 0.50   | 100.00     | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/13/2019<br>Student Transportation of America- Deidre Chidress<br>email from JRH; schedule meeting w/ new client and calendar                  | 3                | 0.50   | 100.00     | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 13 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                                              | Ticket<br>Number | Hours | Amount | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|--------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/14/2019<br>Student Transportation of America- Deidre Chidress<br>confirm new client meeting; email re same                                                           | 5                | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/15/2019<br>Student Transportation of America- Deidre Chidress<br>assist JRH w/ new client meeting re intake; client docs and retainer                                | 6                | 4.80  | 960.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/17/2019<br>Student Transportation of America- Deidre Chidress<br>scan all client docs; retainer; intake; set up on network; organize; calendar and email JRH re same | 9                | 1.50  | 300.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/16/2019<br>Student Transportation of America- Deidre Chidress<br>email from GEM; scan; calendar and conform                                                          | 15               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/27/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file and calendar; email GEM re same                                                          | 16               | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/30/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file; send and calendar                                                                       | 20               | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/31/2020<br>Student Transportation of America- Deidre Chidress<br>scan cert mail; email                                                                               | 150              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/04/2020<br>Student Transportation of America- Deidre Chidress<br>scan cert mail; email                                                                               | 151              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/20/2020<br>Student Transportation of America- Deidre Chidress<br>scan; email and calendar min order                                                                  | 78               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/27/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file; personal delivery re complaint and initial docs; crs w/ GEM re same                     | 21               | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/01/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file and calendar                                                                             | 132              | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 14 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                       | Ticket<br>Number | Hours | Amount | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|------------------------------------------------------------------|------------------|-------|--------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/08/2020<br>Student Transportation of America- Deidre Chidress | 24               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan; calendar and email                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 04/17/2020<br>Student Transportation of America- Deidre Chidress | 113              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 05/21/2020<br>Student Transportation of America- Deidre Chidress | 155              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 05/22/2020<br>Student Transportation of America- Deidre Chidress | 164              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/01/2020<br>Student Transportation of America- Deidre Chidress | 137              | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; serve; confirm; pos                                        |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/19/2020<br>Student Transportation of America- Deidre Chidress | 154              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file and calendar                                          |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/24/2020<br>Student Transportation of America- Deidre Chidress | 139              | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file and calendar                                          |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/30/2020<br>Student Transportation of America- Deidre Chidress | 117              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/30/2020<br>Student Transportation of America- Deidre Chidress | 56               | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email notice of min order                               |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 06/30/2020<br>Student Transportation of America- Deidre Chidress | 72               | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/02/2020<br>Student Transportation of America- Deidre Chidress | 27               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file and calendar                                          |                  |       |        |      |              |                  |      |                |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
Report Time: 2:23AM  
Page: 15 of 19  
User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                       | Ticket<br>Number | Hours | Amount | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|------------------------------------------------------------------|------------------|-------|--------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/07/2020<br>Student Transportation of America- Deidre Chidress | 122              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/09/2020<br>Student Transportation of America- Deidre Chidress | 141              | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file; calendar and email                                   |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/13/2020<br>Student Transportation of America- Deidre Chidress | 73               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan; email and calendar notice of min order                     |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/15/2020<br>Student Transportation of America- Deidre Chidress | 28               | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | schedule; calendar and confirm courtcall                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 07/20/2020<br>Student Transportation of America- Deidre Chidress | 148              | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | schedule; calendar and confirm courtcall                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 08/04/2020<br>Student Transportation of America- Deidre Chidress | 33               | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file and calendar; email GEM re same                       |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 08/10/2020<br>Student Transportation of America- Deidre Chidress | 125              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 08/28/2020<br>Student Transportation of America- Deidre Chidress | 95               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file and calendar                                          |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 09/09/2020<br>Student Transportation of America- Deidre Chidress | 126              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | scan and email min order                                         |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 09/18/2020<br>Student Transportation of America- Deidre Chidress | 143              | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file and calendar                                          |                  |       |        |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/02/2020<br>Student Transportation of America- Deidre Chidress | 35               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
|                                                      |                  | prep; file and calendar                                          |                  |       |        |      |              |                  |      |                |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
Report Time: 2:23AM  
Page: 16 of 19  
User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                                                              | Ticket<br>Number | Hours | Amount | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|--------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/03/2020<br>Student Transportation of America- Deidre Chidress<br>schedule; calendar and confirm courtcall                                                            | 144              | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/09/2020<br>Student Transportation of America- Deidre Chidress<br>scan and email min order                                                                            | 130              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 10/20/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file and calendar                                                                             | 112              | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 11/12/2020<br>Student Transportation of America- Deidre Chidress<br>scan and email order                                                                                | 100              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 11/16/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file and calendar                                                                             | 88               | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 11/23/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file and calendar; email w/ GEM re notice                                                     | 36               | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/03/2020<br>Student Transportation of America- Deidre Chidress<br>prep; file and calendar                                                                             | 42               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/03/2020<br>Student Transportation of America- Deidre Chidress<br>efile; confirm and calendar                                                                         | 147              | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 12/04/2020<br>Student Transportation of America- Deidre Chidress<br>scan and email min order                                                                            | 165              | 0.20  | 40.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/13/2021<br>Student Transportation of America- Deidre Chidress<br>receipt of email from JRH re mediation; calendar; confirm and payment                               | 49               | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/15/2021<br>Student Transportation of America- Deidre Chidress<br>receipt of bates; upload; organize on network; set up for mediation; calendar and email GEM and JRH | 68               | 3.00  | 600.00 | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 17 of 19  
 User ID: hitson

## JAMES HAWKINS APLC

| Client Number<br>Client Name                         | Matter<br>Number | Date<br>Matter Description                                                                                                             | Ticket<br>Number | Hours | Amount | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|--------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/15/2021<br>Student Transportation of America- Deidre Chidress<br>prep files and docs for mediation; organize and crs w/ JRH re same | 59               | 2.20  | 440.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/19/2021<br>Student Transportation of America- Deidre Chidress<br>bate input per JRH; assist GEM re same                             | 187              | 3.20  | 640.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/23/2021<br>Student Transportation of America- Deidre Chidress<br>assist JRH w/ mediation prep                                       | 62               | 4.50  | 900.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/27/2021<br>Student Transportation of America- Deidre Chidress<br>assist JRH and GEM w/ data and mediation prep                      | 67               | 3.90  | 780.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 01/30/2021<br>Student Transportation of America- Deidre Chidress<br>assist w/ mediation prep                                           | 174              | 3.00  | 600.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/01/2021<br>Student Transportation of America- Deidre Chidress<br>court docs; scan and calendar; email                               | 51               | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/01/2021<br>Student Transportation of America- Deidre Chidress<br>scan related cases; email GEM r same                               | 82               | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/11/2021<br>Student Transportation of America- Deidre Chidress<br>email from GEM; prep; file and calendar                            | 103              | 0.40  | 80.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/13/2021<br>Student Transportation of America- Deidre Chidress<br>schedule; confirm and calendar courtcall                           | 55               | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 02/16/2021<br>Student Transportation of America- Deidre Chidress<br>email from GEM re calendar/courtcall info                          | 54               | 0.30  | 60.00  | BL   |              |                  | No   | Unbilled       |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657         | 03/12/2021<br>Student Transportation of America- Deidre Chidress<br>prep; file and calendar                                            | 97               | 0.50  | 100.00 | BL   |              |                  | No   | Unbilled       |

# Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 7/8/2021  
 Report Time: 2:23AM  
 Page: 18 of 19  
 User ID: hitson

| Client Number<br>Client Name                         | Matter<br>Number                                         | Date<br>Matter Description                                       | Ticket<br>Number | Hours        | Amount           | Type | Task<br>Code | Activity<br>Code | Held | Billing Status |
|------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------|------------------|--------------|------------------|------|--------------|------------------|------|----------------|
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657                                                 | 03/15/2021<br>Student Transportation of America- Deidre Chidress | 99               | 0.30         | 60.00            | BL   |              |                  | No   | Unbilled       |
|                                                      | joint stip; prep and file                                |                                                                  |                  |              |                  |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657                                                 | 04/28/2021<br>Student Transportation of America- Deidre Chidress | 89               | 0.30         | 60.00            | BL   |              |                  | No   | Unbilled       |
|                                                      | scan and email order; calendar                           |                                                                  |                  |              |                  |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657                                                 | 05/05/2021<br>Student Transportation of America- Deidre Chidress | 119              | 0.30         | 60.00            | BL   |              |                  | No   | Unbilled       |
|                                                      | prep; file and calendar                                  |                                                                  |                  |              |                  |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657                                                 | 07/02/2021<br>Student Transportation of America- Deidre Chidress | 171              | 1.20         | 240.00           | BL   |              |                  | No   | Unbilled       |
|                                                      | email and crs from JRH re reports; run reports and email |                                                                  |                  |              |                  |      |              |                  |      |                |
| STUDENTRN001<br>Deidre Chidress<br>Time Ticket Text: | JRH 3657                                                 | 07/07/2021<br>Student Transportation of America- Deidre Chidress | 43               | 10.50        | 2,100.00         | BL   |              |                  | No   | Unbilled       |
|                                                      | estimate of hours needed for case closure                |                                                                  |                  |              |                  |      |              |                  |      |                |
| <b>Totals For:MLW</b>                                |                                                          |                                                                  |                  | <b>54.80</b> | <b>10,960.00</b> |      |              |                  |      |                |

## Timekeepers Totals

|                    |            |                      |                 |
|--------------------|------------|----------------------|-----------------|
| <b>Timekeeper:</b> | <b>GEM</b> | <b>Type</b>          | <b>Unbilled</b> |
|                    |            | Billable Hours       | 141.60          |
|                    |            | <b>Total For GEM</b> | <b>141.60</b>   |
| <b>Timekeeper:</b> | <b>JRH</b> | <b>Type</b>          | <b>Unbilled</b> |
|                    |            | Billable Hours       | 122.80          |
|                    |            | <b>Total For JRH</b> | <b>122.80</b>   |
| <b>Timekeeper:</b> | <b>MLW</b> | <b>Type</b>          | <b>Unbilled</b> |
|                    |            | Billable Hours       | 54.80           |
|                    |            | <b>Total For MLW</b> | <b>54.80</b>    |

Time Ticket Diary Report

Report Date: 7/8/2021  
Report Time: 2:23AM  
Page: 19 of 19  
User ID: hitson

JAMES HAWKINS APLC

| Client Number | Matter | Date               | Ticket | Hours | Amount | Type | Task | Activity | Held | Billing Status |
|---------------|--------|--------------------|--------|-------|--------|------|------|----------|------|----------------|
| Client Name   | Number | Matter Description | Number |       |        |      | Code | Code     |      |                |

| <u>Firm Totals</u> |               |
|--------------------|---------------|
| TYPE               | Unbilled      |
| Billable Hours     | 319.20        |
| Grand Total:       | <u>319.20</u> |

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## **EXHIBIT 3**

# Matter Billing Detail

Report Date: 7/14/2021  
Report Time: 10:25AM  
Page: 1 of 2  
User ID: Miccolis

## JAMES HAWKINS APLC

Date Range: 01/01/1900 to 07/12/2021  
Client: STUDENTRN001 - Deidre Chidress  
Matter: JRH 3657 - Student Transportation-Santa Barbara Transportation-Deidre Chidress

| Date       | Expense Code | Description                                                                                                       | Debit             | Credit        | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|------------|--------------|-------------------------------------------------------------------------------------------------------------------|-------------------|---------------|----------------|---------|----------------|--------------|-------|
|            |              | <b>Balance Forward:</b>                                                                                           | \$0.00            |               |                |         |                |              |       |
| 01/27/2020 | FST          | First Legal Network Filing Complaint, Summons, Civil Sheet, Ci, IN#30120565                                       | \$1,687.15        |               | Unbilled       |         |                |              |       |
| 01/30/2020 | FIL          | Filing Fee- LWDA filing CK#8448                                                                                   | \$75.00           |               | Unbilled       |         |                |              |       |
| 03/27/2020 | FST          | First Legal Network - Personal Delivery, Complaint and initial docs, Complaint and inital docs IN#30125956        | \$261.58          |               | Unbilled       |         |                |              |       |
| 04/08/2020 | FST          | First Legal Network - Filing, POS (2), Notice of Minute Order IN#30127479                                         | \$104.50          |               | Unbilled       |         |                |              |       |
| 07/02/2020 | FST          | First Legal Network- FILED- Ntc of minute order; ntc of min order IN#30133807                                     | \$145.50          |               | Unbilled       |         |                |              |       |
| 07/15/2020 | CCL          | Court Call- LACourtConnect- 08/10/2020 ISC for GEM                                                                | \$15.00           |               | Unbilled       |         |                |              |       |
| 08/04/2020 | FST          | First Legal Network - Filed, Joint status conference statement, P's response to order to show cause , IN#30136335 | \$104.50          |               | Unbilled       |         |                |              |       |
| 08/10/2020 | CCL          | Court Call- LA Court Connect- 08/10/2020- CMC- GEM                                                                | \$15.00           |               | Unbilled       |         |                |              |       |
| 10/02/2020 | FST          | First Legal Network - Joint Status Conference Statement (e-filed) IN#30141510                                     | \$52.25           |               | Unbilled       |         |                |              |       |
| 11/23/2020 | FST          | First Legal Network Notice of Regarding Continuance of Hearing IN#30143879                                        | \$52.25           |               | Unbilled       |         |                |              |       |
| 12/03/2020 | FST          | First Legal Network - Filing Stipulation and Proposed Order IN#30146136                                           | \$110.65          |               | Unbilled       |         |                |              |       |
| 01/13/2021 | MED          | Mediation Services- Mediation with Michael Dickstein CK#9026                                                      | \$2,100.00        |               | Unbilled       |         |                |              |       |
| 02/01/2021 | CRT          | Court Documents- Motion- research docs                                                                            | \$20.40           |               | Unbilled       |         |                |              |       |
| 03/03/2021 | CCL          | Court Call - 02.16.2021 Further Case Management Conference for GEM                                                | \$94.00           |               | Unbilled       |         |                |              |       |
|            |              | <b>Total:</b>                                                                                                     | <u>\$4,837.78</u> | <u>\$0.00</u> |                |         |                |              |       |
|            |              | <b>Balance:</b>                                                                                                   | <u>\$4,837.78</u> |               |                |         |                |              |       |

Matter Billing Detail

JAMES HAWKINS APLC

| Date                                | Expense Code | Description | Debit      | Credit | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|-------------------------------------|--------------|-------------|------------|--------|----------------|---------|----------------|--------------|-------|
| Total Fees Billed-----              |              |             | \$0.00     |        |                |         |                |              |       |
| Total Fees Unbilled : -----         |              |             | \$0.00     |        |                |         |                |              |       |
| Total Fees Received : -----         |              |             | \$0.00     |        |                |         |                |              |       |
| Total Soft Cost Billed : -----      |              |             | \$0.00     |        |                |         |                |              |       |
| Total Soft Cost Unbilled : -----    |              |             | \$0.00     |        |                |         |                |              |       |
| Total Soft Cost Received : -----    |              |             | \$0.00     |        |                |         |                |              |       |
| Total Hard Cost Billed : -----      |              |             | \$0.00     |        |                |         |                |              |       |
| Total Hard Cost Unbilled : -----    |              |             | \$4,837.78 |        |                |         |                |              |       |
| Total Hard Cost Received : -----    |              |             | \$0.00     |        |                |         |                |              |       |
| Total Taxes Billed : -----          |              |             | \$0.00     |        |                |         |                |              |       |
| Total Taxes Unbilled : -----        |              |             | \$0.00     |        |                |         |                |              |       |
| Total Taxes Received : -----        |              |             | \$0.00     |        |                |         |                |              |       |
| Total Late Charges Billed : -----   |              |             | \$0.00     |        |                |         |                |              |       |
| Total Late Charges Unbilled: -----  |              |             | \$0.00     |        |                |         |                |              |       |
| Total Late Charges Received : ----- |              |             | \$0.00     |        |                |         |                |              |       |
| Trust Balance: -----                |              |             | \$0.00     |        |                |         |                |              |       |

# Matter Billing Detail

Report Date: 7/14/2021  
Report Time: 10:24AM  
Page: 1 of 2  
User ID: Miccolis

## JAMES HAWKINS APLC

Date Range: 01/01/1900 to 07/12/2021  
Client: STUDENTRN001 - Deidre Chidress  
Matter: STUDENT002 - Student Transportation-PAGA- Deidre Chidress

| Date             | Expense Code | Description                                                                                                                     | Debit      | Credit | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------|------------|--------|----------------|---------|----------------|--------------|-------|
| Balance Forward: |              |                                                                                                                                 | \$0.00     |        |                |         |                |              |       |
| 04/01/2020       | FST          | First Legal Network - Filing, Complaint, Summons, Civil Sheet, Ci IN#30127479                                                   | \$1,665.75 |        | Unbilled       |         |                |              |       |
| 06/01/2020       | FST          | First Legal Network- FILED- POS (2) SERVED- Complaint, Summons, Civil Cover Sheet, Addendum, Ntc of Case Assignment IN#30131279 | \$305.49   |        | Unbilled       |         |                |              |       |
| 06/24/2020       | FST          | First Legal Network- FILED- Status Conference Statement; Ntc of Related Case IN#30131279                                        | \$104.50   |        | Unbilled       |         |                |              |       |
| 07/09/2020       | FST          | First Legal Network- FILED- Plf ISC report IN#30133807                                                                          | \$32.00    |        | Unbilled       |         |                |              |       |
| 09/18/2020       | FST          | First Legal Network Joint Status Confernece statement IN#30139041                                                               | \$32.00    |        | Unbilled       |         |                |              |       |
| 10/08/2020       | CCL          | Court Call - LACourtConnect 10/05/2020 Case Management Conference for MC                                                        | \$15.00    |        | Unbilled       |         |                |              |       |
| 12/03/2020       | FST          | First Legal Network - E-filing Req to Dismiss Action IN#30146136                                                                | \$54.00    |        | Unbilled       |         |                |              |       |
| Total:           |              |                                                                                                                                 | \$2,208.74 |        | \$0.00         |         |                |              |       |
| Balance:         |              |                                                                                                                                 | \$2,208.74 |        |                |         |                |              |       |

Matter Billing Detail

JAMES HAWKINS APLC

| Date                                | Expense Code | Description | Debit      | Credit | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|-------------------------------------|--------------|-------------|------------|--------|----------------|---------|----------------|--------------|-------|
| Total Fees Billed-----              |              |             | \$0.00     |        |                |         |                |              |       |
| Total Fees Unbilled : -----         |              |             | \$0.00     |        |                |         |                |              |       |
| Total Fees Received : -----         |              |             | \$0.00     |        |                |         |                |              |       |
| Total Soft Cost Billed : -----      |              |             | \$0.00     |        |                |         |                |              |       |
| Total Soft Cost Unbilled : -----    |              |             | \$0.00     |        |                |         |                |              |       |
| Total Soft Cost Received : -----    |              |             | \$0.00     |        |                |         |                |              |       |
| Total Hard Cost Billed : -----      |              |             | \$0.00     |        |                |         |                |              |       |
| Total Hard Cost Unbilled : -----    |              |             | \$2,208.74 |        |                |         |                |              |       |
| Total Hard Cost Received : -----    |              |             | \$0.00     |        |                |         |                |              |       |
| Total Taxes Billed : -----          |              |             | \$0.00     |        |                |         |                |              |       |
| Total Taxes Unbilled : -----        |              |             | \$0.00     |        |                |         |                |              |       |
| Total Taxes Received : -----        |              |             | \$0.00     |        |                |         |                |              |       |
| Total Late Charges Billed : -----   |              |             | \$0.00     |        |                |         |                |              |       |
| Total Late Charges Unbilled: -----  |              |             | \$0.00     |        |                |         |                |              |       |
| Total Late Charges Received : ----- |              |             | \$0.00     |        |                |         |                |              |       |
| Trust Balance: -----                |              |             | \$0.00     |        |                |         |                |              |       |