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Attorneys for Plaintiff, EDUARDO RIVERA
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EDUARDO RIVERA on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

ALLCOM ELECTRIC, INC., a California
corporation, and DOES 1 through 50,
inclusive,

Defendant.

Case No. 30-2020-01123366-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Peter Wilson
DEPT.: CX102

**DECLARATION OF JAMES R. HAWKINS IN
SUPPORT OF THE MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: 11-03-2022
Time: 2:00 p.m.
Dept.: CX102

DECLARATION OF JAMES R. HAWKINS

I, James R. Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins APLC. I am one of the attorneys of record for Plaintiff Eduardo Rivera (hereinafter referred to as "Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On January 13, 2020, Plaintiff Eduardo Rivera initiated this action in the Superior Court for the County of Orange on behalf of himself and all others similarly situated, styled *Eduardo Rivera v. Allcom Electric, Inc.*, Case no. 30-2020-01123366-CU-OE-CXC. The

1 Complaint asserts causes of action for; (1) failure to pay lawful wages including overtime wages;
2 (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide
3 lawful rest periods or compensation in lieu thereof; (4) failure to pay timely wages; (5) failure to
4 indemnify employee expenses (6) knowing and intentional failure to comply with itemized
5 employee wage statement provisions; and (7) violations of the unfair competition law (Bus. &
6 Prof. Code § 17200 *et seq.*) (the “Action”). On January 14, 2020, Eduardo Rivera provided notice
7 to the Labor and Workforce Development Agency (“LWDA”) of his intent to add one additional
8 cause of action for violations of the Labor Code Private Attorney General Act (“PAGA”)
9 (Hawkins Decl. ¶ 3). On April 17, 2020, Rivera filed a First Amended Complaint, which
10 included one additional cause of action for violations under PAGA.

11 **3.** Through informal discovery, Plaintiff and Allcom have exchanged documents and
12 information related to the claims asserted. Defendant has produced timecard records and wage
13 reports and also provided Plaintiff with class data and samples of time records, wage statements,
14 information regarding the number of non-exempt employees during the relevant time period.

15 **4.** After conducting thorough informal discovery, exchanging relevant information
16 and engaging in numerous discussions regarding the claims alleged, on July 14, 2021, the parties
17 participated in a private mediation with Hon. Steven Vartabedian (Ret.). During the course of the
18 mediation, the parties exchanged further information and documentation concerning Plaintiff’s
19 claims and Allcom’s defenses thereto, and aggressively advocated for their respective positions.

20 **5.** At the conclusion of the mediation, the parties reached a settlement of this Action
21 for a maximum settlement amount of Four Hundred Forty-Nine Thousand Four Hundred
22 Seventeen Dollars and Seventy Three Cents (\$449,417.73). Following the mediation, the parties
23 exchanged various drafts of the Memorandum of Understanding (“MOU”). The MOU was
24 executed by the Parties on or about September 15, 2021. Thereafter, the Parties exchanged
25 multiple drafts of the proposed settlement agreement and class notice documents and engaged in
26 communications regarding the settlement terms.

27 **6.** The final terms and provisions of the settlement agreement were approved and
28 executed by all the parties on or about March 2, 2022 (See Exhibit 1 – Settlement Agreement and

Amendments thereto, attached hereto and included by reference).

7. The predominant claims in this action arise from alleged violations of California law with respect to meal and rest breaks. Specifically, Plaintiff alleges that due to the workload requirements, he and class members were frequently not provided a minimum, uninterrupted 30 minutes meal break before the end of the fifth hour of their work shift. Plaintiff also alleges that he and Class Members were not provided a second 30-minute meal period when he worked shifts in excess of 10 hours. Similarly, with respect to the rest break claim, Plaintiff alleges that due to the workload requirements, he and class members were unable to take a minimum ten-minute rest break for every four hours or major fraction thereof worked during their shifts.

8. Allcom adamantly denies Plaintiff's allegations and maintains that Plaintiff and class members were provided with the opportunity to take all meal and rest periods to which they were entitled. Defendant disputed that any of the claims had merit based upon its written policies. Defendant also disputed the propriety of certification in this case and contends that its policies and practices concerning the claims asserted in this lawsuit are compliant with California law. Further, Defendant contends that Plaintiff and putative class members were paid meal break premiums during the class period when, do the demands of the work shift, they were unable to take compliant meal breaks. Defendant has also denied and continues to deny that the lawsuit is appropriate for class treatment for any purpose other than for settlement purposes only.

9. As thoroughly discussed in Plaintiff's motion for preliminary approval, Plaintiff's counsel estimated the maximum potential liability of \$1,633,1676 that may be owed to the putative class, assuming Plaintiff and the Class were able to obtain an order certifying the class and were also able to prove their claims.

10. Through his counsel, Plaintiff took into consideration the significant risk that class certification could be denied on the central claims, or that a merits decision on the central claims would not favor the Class. Plaintiff considered the expense and length of continued proceedings necessary to continue the Action against Defendant through trial and any possible appeals along with Defendant's financial position. Thus, the settlement for Settlement Class members is fair,

1 reasonable, and adequate, given the inherent risk of litigation, the risk relative to class
2 certification and the costs of pursuing such litigation.

3 **11.** The class representative enhancement payment is intended to compensate named
4 Plaintiff Eduardo Rivera as the class representative for his willingness to accept the responsibility
5 of representing the interests of all class members. The purpose is to provide an incentive payment,
6 taking into consideration the risks, time, and effort expended by him in coming forward to
7 provide invaluable information and to litigate this matter on behalf of all Class Members. The
8 enhancement payment is also in consideration for executing a general release of all his claims
9 against Allcom.

10 **12.** Class Counsel has represented, mediated and settled many other employee class
11 actions in wage and hour litigation. In 2007, I incorporated my wage and hour class action
12 practice as James Hawkins, APLC, and the Court has preliminarily approved my firm as Class
13 Counsel in this matter. Since its inception, this law firm has been exclusively involved in class
14 actions and complex litigation. Our office is litigating at least 60 other class actions.

15 **13.** Since 2002, I have been lead or co-lead counsel in all of the cases listed below,
16 along with many others. Plaintiffs' counsel has been certified and approved as Class Counsel in
17 other wage/hour class actions including: Mancel v. United Parcel Service, Inc. dba UPS, LASC
18 No. BC 325902 [Wage and Hour Class Action]; Acosta v. Fleetwood Travel Trailers of
19 California, Inc., et al., RSC, No. RIC 440630 [Wage and Hour Class Action]; Adame v. Pacific
20 Messenger Service, Inc., OCSC No. 05CC00013 [Wage and Hour Class Action]; Chandler v. Mi
21 Piacce, LLP, et al., LASC No. BC 337780 [Wage and Hour Class Action]; Defries v. Domain
22 Restaurants, et al., OCSC No. 05CC00128 [Wage and Hour Class Action]; Denton v. BLB
23 Enterprises, Inc., et al., OCSC No. 07CC01292 [Wage and Hour Class Action]; Maciel v. Orkin
24 Exterminating Company, Inc., LASC No. BC 357911 [Wage and Hour Class Action]; Martinez v.
25 Securitas Security Services USA, et al., SCSC No. 105-CV047499, et al. J.C.C.P. No. 4460
26 [Wage and Hour Class Action]; Martinez v. Saint-Gobain Containers, USDC CD Cal. No. SA
27 CV06-00690-CJC [Wage and Hour Class Action]; McMurray v. Dave and Busters, Inc., OCSC
28 No. 06CC00099 [Wage and Hour Class Action]; Osuna v. DFG Restaurants, Inc., et al., LASC

1 No. BC330145 [Wage and Hour Class Action]; Padron v. Universal Protection Service, OCSC
2 No. 05CC00013 [Wage and Hour Class Action]; Ortiz v. Kmart, USDC CD Cal. No. SACV 06-
3 638 ODW (Anx) [Wage and Hour Class Action]; Willems v. Diedrich Coffee, Inc., OCSC No.
4 07CC00015, and numerous others.

5 **14.** Class Counsel commands a high hourly rate due to our success in overtime, meal
6 and rest period, expense reimbursement, misclassification, vacation pay, and various other wage
7 and hour class actions, and we take pride in being held in very high regard by the legal
8 community.

9 **15.** James Hawkins APLC is a boutique law firm that specializes in wage and hour
10 class actions and is primarily comprised of several seasoned attorneys and staff. While this matter
11 did not conclusively preclude other employment, it did impact our ability to take on other cases.
12 The hourly rates for the attorneys who worked on this case, Isandra Fernandez, Lance Dacre and
13 myself are hourly rates charged by other firms that handle complex litigation in California.
14 Numerous California firms provided their hourly billing rates in connection with a survey
15 conducted by the National Law Journal. Of these California law firms, ten regularly charge
16 hourly rates of \$660, \$795, \$850, and even \$980 per hour. (A true and correct copy of this
17 National Law Journal 2011 survey is attached hereto as Exhibit 4).

18 **16.** Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida
19 Bar since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
20 specialized in employment related litigation including complex wage and hour civil litigation
21 since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 60 wage and hour class
22 action litigations for our firm and has produced excellent results for this firm's clients in the wage
23 and hour class actions. Mr. Dacre joined the law firm on February 7, 2021. He has been a member
24 of the California bar since November 1997. His experience has been in both criminal and civil
25 litigation.

26 **17.** Since on or about June 2019, prior to the inception of the filing of this lawsuit on
27 January 13, 2020, through the present, James Hawkins APLC has had to, among other things,
28 expend time on the following: discussions with client; conduct comprehensive investigations

1 including but not limited to researching Defendant's structure, positions, locations; conduct
2 research and analysis regarding potential class members within the scope of the putative class and
3 potential claims; draft Complaint and PAGA letter to the LWDA; draft First Amended
4 Complaint; discussions with defense counsel; prepare joint status conference reports; attend the
5 same; prepare a discovery plan on class certification issues related to the case; engage in informal
6 discovery; engage in meet and confer discussions regarding discovery responses and discussions
7 regarding mediation and documents and information to be exchanged prior to; stay abreast of
8 developments in case law; review hundreds of pages of records, manuals and data; engage in
9 discussions with Plaintiff and with class members regarding lawsuit; review documents, engage
10 in discussions; prepare for mediation; draft mediation brief; participate in a full day mediation;
11 engage in post mediation discussions and exchange drafts of the MOU; engage in numerous
12 discussions with Defendant regarding the specific terms of the Settlement and exchange multiple
13 drafts of the settlement agreement; review information regarding other potential cases with
14 overlapping claims; prepare motion for preliminary approval and supporting documents; review
15 tentative ruling regarding preliminary approval motion, research issues presented, review damage
16 analysis, revise notice documents; draft supplement to preliminary approval motion; review
17 order; correspondence and discussions with settlement administrator re: notice documents;
18 discussions with settlement administrator and defense regarding class data and potential impact
19 on settlement amount; discussion with class members; review weekly reports regarding class
20 notice; discussions with defendant and settlement administration regarding final approval;
21 correspondence with court regarding continuation of final approval hearing; prepare final
22 approval moving papers; take all actions to finalize a settlement through the final approval phases
23 and beyond. A great amount of time and effort has been expended to properly and
24 comprehensively perform the job required of this case and prepare for all contingencies that may
25 arise, regardless of whether the case settles.

26 **18.** The attorneys who have worked on this matter are Ms. Fernandez, Mr. Dacre and
27 me. My hourly rate is \$900, Ms. Fernandez's hourly rate is \$850, and Mr. Dacre's hourly rate is
28 \$700. The hourly rate for the paralegal who worked this matter is \$200., Since the inception of

1 this matter, prior to filing the Complaint, the total amount of attorney time and paralegal time
2 estimated to have been expended and also estimated to be expended in finalizing this matter is
3 289.3 (James Hawkins 69.9 hours, Ms. Fernandez 129.1 hours, Mr. Dacre 54.4 hours and Ms.
4 Whitson 35.9 hours) which equates to \$217,905 in fees. (A true and correct copy of James
5 Hawkins APLC billing records is attached hereto as Exhibit 2.) Class Counsel does not have any
6 fee-splitting arrangements with any other counsel or law firm.

7 **19.** Here, the parties' contractual agreement to pay counsel's attorneys' fees is
8 reasonable. My firm has been the only counsel to represent Plaintiffs and the Class Members in
9 this matter, and we have borne the entire risk and cost of this litigation on a pure contingency
10 basis. To date, Class Counsel has not received any compensation and expended litigation costs on
11 behalf of the class. Class action contingency cases are inherently risky. Upon retention, Class
12 Counsel makes a commitment to litigate the case through trial. These types of cases can take
13 years, hundreds of hours of work and cost an enormous amount of money; these risks are known
14 upon retention. The risks involved coupled with the contingency basis of this case further support
15 Class Counsels' request for attorneys' fees and costs.

16 **20.** Class Counsel's costs in this litigation are \$4,878.28 (A true and correct copy of
17 Class Counsel's cost invoice is attached hereto as Exhibit 3.)
18

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed October 12, 2022 at Irvine, California.

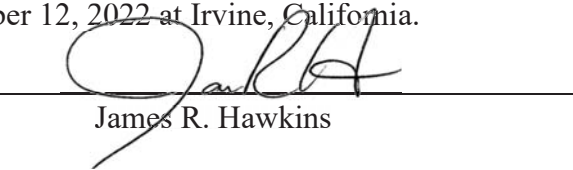
21 
22 _____
23 James R. Hawkins
24
25
26
27
28

EXHIBIT 1

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

Eduardo Rivera v Allcom Electric, Inc.

Case No. 30-2020-01123366

Orange County Superior Court

Subject to the Court's approval, the Parties have entered into this Agreement pursuant to the terms and conditions in this Joint Stipulation of Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement") between the Plaintiff Eduardo Rivera, individually and on behalf of the Settlement Class, and Defendant Allcom Electric, Inc. ("Defendant").

I. DEFINITIONS

1. "Action" means the action entitled *Eduardo Rivera v. Allcom Electric, Inc.* Orange County Superior Court Case No. 30-2020-01123366.
2. "Class" is defined as: All persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from January 13, 2016, through preliminary approval.
3. "Class Counsel" means James Hawkins APLC.
4. "Class Counsel Award" means an award of attorneys' fees and reimbursement of litigation expenses and costs to Class Counsel and paid from the Gross Settlement Amount.
5. "Class Data" means information regarding Class Members that Defendant provides to the Settlement Administrator from its records. It shall be formatted as a Microsoft Excel spreadsheet and shall include each Class Member's full name, last known address, last known telephone number, and Social Security number; as well as information sufficient to allow the Settlement Administrator to calculate the number of Workweeks for all Class Members during the Class Period.
6. "Class Members" means members of the Class.
7. "Class Period" means the time period from January 13, 2016 until the Preliminary Approval Date.
8. "Class Representative" or "Plaintiff" means Eduardo Rivera.
9. "Class Representative Service Award" or "Service Award" means the amount that the Court authorizes to be paid to the Class Representative from the Gross Settlement Amount, which is in addition to his Individual Settlement Payment.
10. "Complaint" means the First Amended Complaint filed on April 17, 2020.
11. "Court" means Orange County Superior Court.
12. "Defendant" means Allcom Electric, Inc.
13. "Defense Counsel" or "Counsel for Defendant" means Finch, Thornton & Baird, LLP.

14. “Effective Date” is the later of the following: (a) if no objections to the settlement are filed, then the date the Court enters judgment granting Final Approval; (b) if an objection to the settlement is filed, then the date when the time expires to file an appeal of the Court’s Final Approval Order; or (c) if an objection is filed, as well as a timely Notice of Appeal of the Court’s Final Approval Order, then the date the appeal is finally resolved, with the final approval unaffected.
15. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
16. “Settlement Class” is defined as all Class Members who do not request to be excluded from the Settlement Agreement.
17. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.
18. “Gross Settlement Amount” means the maximum sum to be paid by Defendant pursuant to this Settlement, which is Four Hundred Forty Nine Thousand Four Hundred and Seventeen Dollars and Seventy-Three Cents (\$449,417.73)) based on \$400,000 new money to be paid by Defendant plus \$49,417.73 already paid in settlement to 61 present employees and one former employee. The Gross Settlement Amount shall include all payments contemplated by this Settlement Agreement, including all Individual Settlement Payments to Settlement Class Members, the Service Award to Plaintiff, the Class Counsel Award to Class Counsel, the PAGA Penalties, and the Settlement Administration Costs to the Settlement Administrator. The Gross Settlement Amount shall not include Defendant’s share of taxes on the wages portion of Individual Settlement Payments, which will be paid by Defendant separately and in addition to the Gross Settlement Amount.
19. “Net Settlement Amount” means the Gross Settlement Amount minus the Service Award, the Class Counsel Award, the LWDA Payment, and the Settlement Administration Costs.
20. “Notice” means the Notice of Class Action and PAGA Settlement in a form substantially similar to the form attached as **Exhibit A**.
21. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.*
22. “PAGA Letter” means Plaintiff’s April 14, 2020 letter to the Labor & Workforce Development Agency.
23. “PAGA Penalties” is the amount of \$25,000, which shall be deducted from the Gross Settlement Amount. The PAGA Penalties shall be allocated as follows: twenty-five percent (25%) to the Net Settlement Amount for distribution to Settlement Class Members on a *pro rata* basis, and seventy-five percent (75%) to the LWDA pursuant to Cal. Lab. Code § 2699(i).
24. “Parties” mean the Plaintiff and Defendant collectively, and “Party” shall mean either Plaintiff or Defendant, individually.
25. “Payment Ratio” means the respective Workweeks for each Settlement Class Member divided by the total Workweeks for all Settlement Class Members.
26. “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.
27. “Preliminary Approval Order” means the Order granting preliminary approval of the Settlement.

28. “Qualified Settlement Fund” means the fund set up by the Settlement Administrator into which the Gross Settlement Amount shall be deposited and disbursements from it shall be made.
29. “Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Action, including any claims for: (1) failure to pay lawful wages; (2) failure to provide meals periods; (3) failure to provide rest periods; (4) failure to timely pay all wages due at termination; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses (8) unfair competition; and (9) civil penalties, Labor Code § 2699, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Complaint and/or the PAGA Letter, including compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys’ fees; interest; and litigation costs) premised on the facts, claims, or legal theories described herein or in the Action; any other claims or penalties under the wage and hour laws pleaded in the Action and the PAGA Letter under California and federal law, including the California Labor Code and the applicable Wage Orders as to the facts and theories alleged in the Action and the PAGA Letter (collectively, the “Released Claims.”) The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release.
30. “Released Parties” means Defendant, and its owners, sureties, bonding companies, insurers, attorneys, agents, and related entities.
31. “Request for Exclusion” refers to a formal request to be excluded from the Settlement as described herein.
32. “Response Deadline” means forty-five (45) days after the Settlement Administrator initially mails the Notice to Class Members, and the last date on which Class Members may submit Requests for Exclusion, objections to the Settlement, and/or Disputes.
33. “Settlement” means the settlement and resolution of the Action in accordance with this Agreement.
34. “Settlement Administrator” means [Simpluris, Inc., as approved by the Court.
35. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.
36. “Settlement Class Member” or “Settlement Class” means Class Members who do not submit a timely and valid Request for Exclusion and will be bound by the terms of the Agreement, including the Released Claims, and any final judgment entered in the Action.
37. “Workweek” means a consecutive seven (7) day period starting on and including Monday through and including Sunday during which time the Class Data reflects that a given Settlement Class Member worked any amount of time, and does not include weeks when a Settlement Class Member was on PTO, leaves of absence, jury duty, or the like for the entire 7-day period. Each Class Member will credited with at least one (1) Workweek.

II. RECITALS

38. Class Certification. The Parties stipulate and agree to certification of the Settlement Class for the purposes of this Settlement Agreement only and to agree that the Plaintiff shall be appointed as Class Representative, and that James Hawkins APLC shall be appointed Class Counsel. Should the Settlement Agreement not obtain Court approval and become final and effective, class certification shall immediately be set aside and any order to certify the Settlement Class for settlement purposes shall be vacated. The Parties' stipulation to class certification as part of the Settlement Agreement shall not be considered in connection with the issue of whether a class should be certified in this Action, and shall not be admissible in any such proceeding other than in the context of this Settlement Agreement.
39. Procedural History. On January 13, 2020, Plaintiff filed a Class Action Complaint in the Superior Court of the State of California for the County of Orange. On April 17, 2020, Plaintiff filed a First Amended Class Action Complaint. On July 14, 2021, the Parties participated in a mediation with Hon Steven Vertabedian (Ret.), an experienced wage and hour class action mediator, and with the aid of the mediator's evaluation, the Parties agreed to settle the Action, in accordance with a Memorandum of Understanding, signed on or about September 15 2021, agreed to by the Parties ("MOU").
40. Benefits of Settlement Agreement to Settlement Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate this Action through trial and potential appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such proceedings. Plaintiff 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 Defendant's defenses, and the difficulties in establishing damages for Class Members. Thus, Plaintiff and Class Counsel have determined that the terms set forth in this Settlement Agreement are fair, adequate and reasonable, and in the best interests of the Settlement Class Members.
41. Defendant's Reasons for Settlement Agreement. Defendant has concluded that further defense of this Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's time and resources have been, and unless this Settlement Agreement is completed, will continue to be devoted to the defense of the Action. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement Agreement. Defendant contends that they are not liable for any of Plaintiff's claims, but have agreed to settle along the terms set forth in this Settlement Agreement to fully resolve the Action.
42. Class Members' Claims. The Class Representative claims that his allegations have merit in regards to the Class Members. Defendant claims that the Released Claims have no merit. This Settlement Agreement is a compromise and settlement of disputed claims. Nothing in this Settlement Agreement or its exhibits, and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against the Class Members or Class Counsel as to the merits of the claims asserted.

III. TERMS OF SETTLEMENT AGREEMENT

43. Settlement Agreement Consideration by Defendant. Defendant shall pay the Gross Settlement Amount and nothing more than the Gross Settlement Amount, in the total amount of \$449,417.73.
44. Release By Settlement Class Members. Upon the Effective Date, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class

Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

45. General Release of Claims By the Named Plaintiff. As of the Effective Date, in exchange for the consideration in this Settlement Agreement, Plaintiff, hereby waives, releases, acquits and forever discharges the Released Parties from any and all Released Claims as well as any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date he signs this Settlement Agreement, including any and all tort claims, contract claims, claims for unpaid wages, wrongful termination claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.* Plaintiff expressly waives and relinquishes any and all claims, rights or benefits they may have under California Civil Code § 1542, which provides as follows: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."** Plaintiff may later discover claims or facts in addition to, or different from, those which he knows or believes to exist, but he expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist at the time he signs this Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant. However, any Worker's Compensation claims are excluded from this Release.
46. Conditions Precedent: This Settlement Agreement will become final and effective only upon the occurrence of all of the following events: (a) the Court enters an order and judgment granting preliminary approval of the Settlement Agreement; (b) the Court enters an order granting final approval of the Settlement Agreement and a Final Judgment; and (c) the Effective Date occurs.
47. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, then (a) this Settlement Agreement shall be void and inadmissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (b) the conditional class certification for settlement purposes shall be void and not admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and (c) none of the Parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
48. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments in this Agreement. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes assessed on the Individual Settlement Payments that they receive.

49. No Tax Advice. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
50. Preliminary Approval Motion. As soon as possible Class Counsel shall file with the Court a motion for preliminary approval of the Settlement and supporting papers, which shall include this Settlement Agreement. Class Counsel shall provide a courtesy draft of these papers to Defense Counsel before filing the documents.
51. Settlement Administrator. By accepting the role as Settlement Administrator, the Settlement Administrator is bound to all of the terms, conditions and obligations described in this Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and exclusive responsibility for: (a) calculating the Workweeks, Payment Ratio, and the Individual Settlement Payment for each Settlement Class Member; (b) processing and mailing payments to the Class Representative, Class Counsel, the LWDA, and the Settlement Class Members; (c) printing and mailing the Notices to the Class Members as directed by the Court; (d) receiving and reporting objections, Requests for Exclusion, and disputes about the number of Workweeks applicable to individual settlement Class Members; (e) deducting all legally required taxes from the Individual Settlement Payments and distributing tax forms; (f) processing and mailing any tax payments to the appropriate state and federal taxing authorities; (g) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement Agreement; and (h) other tasks that the Parties mutually agree on, or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of its duties. Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defendant's Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Payments or any other distribution of monies contemplated by this Settlement Agreement.
52. Notice Procedure.
- a. Class Data. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party, or use the Class Data for any purpose other than to administer this Settlement Agreement. Defendant shall provide the Settlement Administrator with the Class Data within fourteen (14) calendar days after the Preliminary Approval Date. Within fourteen (14) calendar days of receiving the Class Data, the Settlement Administrator shall prepare and mail the Notices to the Settlement Class Members
 - b. Notices.
 - i. The Notice that is mailed out to Class Members shall be in a form substantially similar to the form attached as **Exhibit A**. The Notice shall inform Class Members to notify the Settlement Administrator of their current mailing address and the address where their Individual Settlement Payment should be mailed following the Effective Date, if the addresses are different from the address that the Notice is initially mailed. The Notice shall include the release to be given by each Settlement Class Member in exchange for the Individual Settlement Payment.

- ii. The Notice shall also provide each Settlement Class Member's number of Workweeks and each Settlement Class Member's estimated Individual Settlement Payment calculated by the Settlement Administrator.
- c. Notice By First Class U.S. Mail. After receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice to all Class Members via First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member.
- d. Undeliverable Notices. Any Notices returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of standard search techniques (e.g., skip trace search), and shall then perform a re-mailing if another mailing address is identified by the Settlement Administrator. If any Notices sent to Settlement Class Members currently employed by Defendant are returned to the Settlement Administrator as undeliverable and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Settlement Class Member provide an updated address to the Defendant to forward to the Settlement Administrator. Class Members who received a re-mailed Notice shall have their Response Deadline extended fifteen calendar (15) days from the original Response Deadline.
- e. Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with the estimated number of Workweeks stated on their Notice, to provide documentation and/or an explanation to show contrary employment dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement, and that determination shall be binding upon the Settlement Class Member and the Parties.
- f. Disputes Regarding Administration of Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement Agreement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.
- g. Requests for Exclusion.
 - i. The Notice shall include an explanation that Class Members who wish to exclude themselves from the Settlement Agreement must submit a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The written Request for Exclusion must: (1) state the case name and number of the Action (*Rivera v. Allcom Electric, Inc.* Orange County Superior Court Case No. 30-2020-01123366); (2) clearly state that the Class Member requests to be excluded from the Settlement; (3) contain the name, address, and the last four digits of the Social Security number and/or Employee ID number of the person

requesting exclusion; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator, postmarked by the Response Deadline at the address specified in the Notice

- ii. The Request for Exclusion will not be valid if it is not timely submitted, or if it is not signed by the Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope for the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be Settlement Class Members who are bound by all terms of the Settlement Agreement, and any final judgment entered in this Action.
 - iii. Any Class Member who requests to be excluded from the Settlement Agreement will not be entitled to any recovery under the Settlement Agreement and will not be bound by its terms or have any right to object, appeal or comment on it. Nothing in this Settlement Agreement can be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely serves a Request for Exclusion.
 - iv. No later than five (5) court days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion.
 - v. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion.
- h. Objections.
- i. The Notice shall state that Settlement Class Members who wish to object to the Settlement Agreement may mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of the mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely.
 - ii. Settlement Class Members have a right to appear at the Final Approval Hearing to have their objections heard by the Court. A Notice of Objection should: (1) be signed by the Settlement Class Member; (2) state the case name and number of the Action, the name and address of the Settlement Class Member, and the last four digits of the Settlement Class Member’s Social Security number and/or Employee ID number; (3) contain the basis and/or grounds for the objection; and (4) state whether the Settlement Class Member intends to appear at the Final Approval Hearing.
 - iii. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Final Judgment.

- iv. Class Members who submit a written Request for Exclusion are not entitled to object to the Settlement Agreement.
- v. The Settlement Administrator shall send all objections to Class Counsel and Defense Counsel. Class Counsel will be responsible for filing the Notices of Objection with the Court in advance of the Final Approval Hearing. Plaintiff and/or Defendant may file oppositions to Notices of Objection..
- vi. Defendant, Plaintiff and Class Counsel shall not be responsible for the fees, costs, or expenses incurred by Settlement Class Members arising from or related to any objection to the Settlement Agreement.

53. Funding and Allocation of the Gross Settlement Amount. Upon satisfaction of the preconditions described in this Settlement Agreement, and pursuant to the timeline and instructions below, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund to be established by the Settlement Administrator.

- a. Funding Due Date. No later than twenty (20) days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement Agreement.
- b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the following formula:
 - i. Calculation of Individual Settlement Payments. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each individual Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payment. The Individual Settlement Payment will be provided only to the individual Settlement Class Member. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) on the wages portion of the Individual Settlement Payment. The Individual Settlement Payment checks will include an endorsement confirming that by cashing the check, each Settlement Class Member is releasing the Released Claims.
 - ii. Tax Allocation. The Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W-2 for any amounts deemed "wages" and an IRS Form 1099 for the portions allocated to non-wage amounts, including penalties and interest. For tax purposes, each Individual Settlement Payment shall be allocated as follows: a) one third to penalties/other payments and one third to interest for which an IRS Form 1099 will be issued; b) one third as wages subject to IRS Form W-2 reporting and applicable taxes/withholdings
 - iii. Mailing. Individual Settlement Payments shall be mailed by First Class U.S. Mail to each Settlement Class Member no later than fourteen (14)

calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Settlement Agreement.

- iv. Uncashed Checks. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date they are issued. In the event that an Individual Settlement Payment check has not been cashed within one hundred and eighty (180) calendar days, then such funds, plus any accrued interest, will be tendered according to California Civil Procedure Code § 384. The Settlement Administrator shall prepare a report regarding the extent of unclaimed funds, and the report shall be presented to the Court by Class Counsel.
- c. Class Representative Service Award (“Service Award”). Defendant agrees not to oppose or object to a Class Representative Service Award in an amount not to exceed \$6,000 in exchange for Class Representative’s general release of claims, including the Released Claims, and for his time, effort and risk in bringing and prosecuting this matter. The Service Award shall be in addition to the Class Representative’s Individual Settlement Payment as a Settlement Class.
 - i. The Settlement Administrator shall pay the Service Award to Class Representative from the Gross Settlement Amount within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount. Any portion of the requested Service Award that is not awarded to the Class Representative shall become part of the Net Settlement Amount.
 - ii. The Settlement Administrator shall issue an IRS Form 1099 - MISC to the Class Representative for the Service Award. The Class Representative shall be solely and legally responsible to pay any and all applicable taxes on the Service Award and shall hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award.
 - iii. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement Agreement, which shall remain binding.
- d. Class Counsel Award.
 - i. Plaintiff shall seek and Defendant will not oppose an application for an award of attorneys’ fees not to exceed \$150,000 (33.33% of the Gross Settlement Amount), and reimbursement of actual costs and expenses as supported by declaration not to exceed \$20,000. The Court-approved amount for the Class Counsel Award will be issued out of the Gross Settlement Amount.
 - ii. Class Counsel, Plaintiff and the Settlement Class Members will not apply to the Court for any additional payment of attorneys’ fees and costs, or for an increase in the Gross Settlement Amount. The Parties agree that, over and above the Court-approved Class Counsel Award, each of the Parties shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, or prosecution of the Action; the negotiation, execution, or implementation of this Settlement

Agreement; and/or the process of obtaining, administering, or challenging a Preliminary Approval Order and/or Final Approval Order.

- iii. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Settlement Agreement.
- iv. The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the Gross Settlement Amount within fourteen (14) calendar days after the Gross Settlement Amount is funded.
- v. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 - MISC to Class Counsel for the payment.
- vi. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement Agreement, although Plaintiff shall retain the right to appeal any reduction to the Class Counsel Award.

e. PAGA Penalties. The amount of \$25,000 shall be allocated from the Gross Settlement Amount for the release of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or \$18,750, to the California Labor and Workforce Development Agency (the "LWDA Payment") within fourteen (14) calendar days after Defendant provide funds to the Settlement Administrator for disbursement under this Settlement Agreement. Twenty-five (25%) of the PAGA Penalties, or \$6,250, will remain part of the Net Settlement Amount and distributed to Settlement Class Members as described in this Settlement Agreement. Plaintiff will take all actions required by California Labor Code section 2699(l).

f. Settlement Administrator Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement Agreement from the Gross Settlement Amount. Based upon estimates received, the Settlement Administrator Costs shall not exceed \$7,600]. The Settlement Administrator shall be paid the Settlement Administrator Costs within fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Settlement Agreement.

54. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, the execution of necessary documents and to take such other action as may be reasonably necessary to implement the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in the Settlement Administration process. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

55. Preliminary Approval Hearing. As soon as possible Plaintiff shall obtain a hearing before the Court to request the preliminary approval of the Settlement Agreement, and the setting of a date for a Final Approval Hearing. The Preliminary Approval Order shall provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff shall submit this Settlement Agreement and the proposed Notice. Plaintiff shall provide drafts of all papers filed in support of preliminary approval to Defense Counsel at least five (5) court days before filing the documents.
56. Final Approval Motion. After the expiration of the Response Deadline, Plaintiff shall file with the Court a motion for final approval of the Settlement, requesting final approval of the Settlement Agreement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff shall provide drafts of these papers to Defense Counsel before filing the documents.
- a. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement Agreement detailing the number of Notices mailed and re-mailed to Class Members, the number of undeliverable Notices, the number of Requests for Exclusion received, the number of Notices of Objections received, the number of disputes received about the Workweek counts, the amount of the average Individual Settlement Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree on, or that the Court orders the Settlement Administrator to provide.
- b. Final Approval Order and Judgment. The Parties shall present a proposed Final Approval Order to the Court for its approval, and Judgment thereon consistent with the terms and conditions of this Settlement Agreement.
57. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Defense Counsel to review the Motions for Preliminary and Final Approval prior to filing with the Court. The Parties and their counsel will cooperate and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement Agreement, and entry of Judgment.
58. Nullification of Settlement Agreement. In the event that the Court does not grant final approval, or the Court does not enter a final judgment as provided herein, or the Settlement Agreement does not become final for any other reason, this Settlement Agreement and the MOU shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning. In such a case, the entire Gross Settlement Amount shall be returned to Defendant; the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties; and this Agreement and its terms, and the communications, negotiations, and settlement discussions related to the Action, shall be inadmissible and treated as confidential to the fullest extent allowed by law. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement Agreement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty (30) days of said notification.
59. Defendant's Option To Terminate Settlement. If the number of Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least ten percent (10%) of all Class Members, Defendant shall have, in its sole discretion, the option to terminate this

Settlement and its stipulation to class certification before the Final Approval Hearing. If Defendant exercise the option to terminate this Settlement, Defendant shall: (a) provide written notice by certified mail to Class Counsel prior to the Final Approval Hearing and no later than seven (7) calendar days after receiving notice from the Settlement Administrator of the number of Class Members who have submitted timely and valid requests for exclusion; (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

60. No Effect on Employee Benefits. Amounts paid to the Plaintiff or other Settlement Class Members pursuant to this Settlement Agreement shall not be deemed pensionable earnings or have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Settlement Class Members.
61. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in the attached Exhibit. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for ease of reference only and do not constitute a part of this Settlement Agreement.
62. Amendment or Modification. With Court approval, this Settlement Agreement may be amended or modified only by a written instrument that is signed by counsel for all Parties or their successors-in-interest, and signed by the Parties or their successors-in-interest.
63. Entire Settlement Agreement. This Settlement Agreement and its exhibit constitute the entire Settlement Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its exhibit other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its exhibit.
64. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions needed by this Settlement Agreement to effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents that he is authorized to sign this Settlement Agreement and that he has not assigned, transferred, or encumbered any claim, or part of a claim, demand, cause of action or any rights herein released and discharged or covered by this Settlement Agreement to any third-party.
65. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall run in perpetuity. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.
66. California Law Governs. All terms of this Settlement Agreement and its exhibits, and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.
67. Counterparts. This Settlement Agreement 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 provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves copies or originals of the signed counterparts.
68. This Settlement Agreement Is Fair, Adequate and Reasonable. The Parties believe that this Settlement Agreement is a fair, adequate and reasonable Settlement Agreement of this Action and have arrived at this Settlement Agreement after extensive arm's-length negotiations, taking

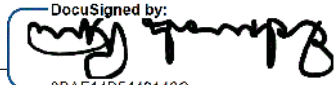
into account all relevant factors, present and potential. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or their counsel participated in the drafting of this Settlement Agreement.

69. Jurisdiction of the Court. The Parties agree that, pursuant to California Code of Civil Procedure Section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection to it, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement Agreement and all orders and judgments entered in connection to it.
70. Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the Settlement. For the avoidance of doubt, this section includes Plaintiff and Class Counsel's agreement not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, Class Counsel may disclose the name of the Parties in this action, the venue/case number, and settlement details available in the public record, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions.
71. Waiver of Certain Appeals. Except as provided herein, the Parties agree to waive all appeals from the Court's final approval of the Settlement Agreement, unless the Court modifies the Settlement Agreement.
72. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. The Settlement and any related statements, discussions, communications, or materials cannot be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.
73. Notice of Settlement Agreement to LWDA. Plaintiff shall provide notice of this Settlement Agreement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2).

IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their attorneys as of the dates noted.

IT IS SO AGREED:

Dated: 3/2/2022

DocuSigned by:

 Eduardo 3BAE14B5449148C...

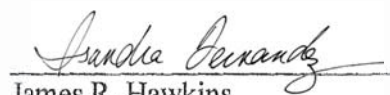
Dated: _____

1/17/22


Allcom Electric, Inc.
By: Mike Neil, President

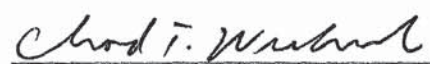
APPROVED AS TO FORM ONLY:

Dated: March 2, 2022


James R. Hawkins
Isandra Fernandez
James Hawkins APLC
*Attorneys for Plaintiff and Proposed Class
Counsel*

Dated: _____

1/17/22


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Attorneys for Plaintiff, EDUARDO RIVERA
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

EDUARDO RIVERA behalf of himself and all
others similarly situated,

Plaintiff,

vs.

ALLCOM ELECTRIC INC., a California
Corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01123366-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Peter Wilson
Dept.: CX102

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

**AMENDMENT TO STIPULATION AND SETTLEMENT OF CLASS AND
REPRESENTATIVE ACTION**

In accordance with the Court's April 7, 2022 Ruling on Plaintiffs Motion for Preliminary Approval of Class Action Settlement, Plaintiff EDUARDO RIVERA ("Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant ALLCOM ("Defendant") (collectively, the "Parties") hereby agree, by and through their attorneys of record, to be bound by this Amendment to the Joint Stipulation of Class Action and PAGA Settlement Agreement and Release of Claims ("Amendment") which is intended to replace and

1 supersede the sections of the Joint Stipulation of Class Action and PAGA Settlement Agreement and
2 Release of Claims ("Settlement Agreement") as specifically set forth below:

3 Terms used herein shall have the same meaning as in the Settlement Agreement unless
4 defined differently in this Amendment. This Amendment is being made in accordance with the
5 Settlement Agreement which states: "With Court approval, this Settlement Agreement may be
6 amended or modified only by a written instrument that is signed by counsel for all Parties or their
7 successors-in-interest, and signed by the Parties or their successors-in-interest." (See Settlement
8 Agreement, ¶ III.62).

9 Except as specifically provided herein, the Settlement Agreement shall remain in full force
10 and effect. The Settlement Agreement shall be modified as follows:

11 **1. Section Heading: "I. DEFINITIONS"**

12 Paragraph I.2, of the Settlement Agreement is amended to read as follows:

13 **Delete:** "“Class” is defined as: All persons who are or were employed by Defendant as non-
14 exempt, hourly-paid employees in California from January 13, 2016, through preliminary
15 approval.”

16 **Replace With:** “2. Class and Aggrieved Employee’s

17 a. “Class” is defined as: All persons who are or were employed by
18 Defendant as non-exempt, hourly-paid employees in California
19 from January 13, 2016, through preliminary approval.

20 b. “Aggrieved Employees” are defined as: All persons who are or
21 were employed by Defendant as non-exempt, hourly-paid
22 employees in California from January 13, 2019, through
23 preliminary approval.

24 **2. Section Heading: “I. DEFINITIONS”**

25 Paragraph I.7, of the Settlement Agreement is amended to read as follows:

26 **Delete:** "“Class Period” means the time period from January 13, 2016 until the Preliminary
27 Approval Date.”

28 **Replace With:** “7. Time Periods”

1 a. "Class Period" is defined as: the time period from January 13,
2 2016 until the Preliminary Approval Date.

3 b. "PAGA Period" is defined as: the time period from January 13,
4 2019 until the Preliminary Approval Date.

5 **3. Section Heading: "I. DEFINITIONS"**

6 Paragraph I.29, of the Settlement Agreement is amended to read as follows:

7 **Delete:** "Released Claims" means any and all claims, debts, liabilities, demands,
8 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action
9 contingent or accrued for, that are pleaded, or that could have been pleaded, based on the
10 facts and claims alleged in the Action, including any claims for: (1) failure to pay lawful
11 wages; (2) failure to provide meals periods; (3) failure to provide rest periods; (4) failure to
12 timely pay all wages due at termination; (5) failure to provide accurate wage statements; (6)
13 failure to reimburse business expenses (8) unfair competition; and (9) civil penalties, Labor
14 Code § 2699, predicated on any of the violations of the California Labor Code and applicable
15 IWC Wage Order alleged in the Complaint and/or the PAGA Letter, including compensatory
16 damages; economic and/or special damages; premium wages; premium pay; penalties;
17 attorneys' fees; interest; and litigation costs) premised on the facts, claims, or legal theories
18 described herein or in the Action; any other claims or penalties under the wage and hour laws
19 pleaded in the Action and the PAGA Letter under California and federal law, including the
20 California Labor Code and the applicable Wage Orders as to the facts and theories alleged in
21 the Action and the PAGA Letter (collectively, the "Released Claims.") The period of the
22 Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment
23 will be the same as that of the Release."

24 **Replace With:** "16. Release of Claims"

25 a. "Class Released Claims" means any and all claims, debts,
26 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or
27 causes of action contingent or accrued for, that are pleaded, or that could have been pleaded,
28 based on the facts and claims alleged in the Action, including any claims for: (1) failure to

1 pay lawful wages; (2) failure to provide meals periods; (3) failure to provide rest periods; (4)
2 failure to timely pay all wages due at termination; (5) failure to provide accurate wage
3 statements; (6) failure to reimburse business expenses (8) unfair competition; and (9) civil
4 penalties, Labor Code § 2699, predicated on any of the violations of the California Labor
5 Code and applicable IWC Wage Order alleged in the Complaint and/or the PAGA Letter,
6 including compensatory damages; economic and/or special damages; premium wages;
7 premium pay; penalties; attorneys' fees; interest; and litigation costs) premised on the facts,
8 claims, or legal theories described herein or in the Action; any other claims or penalties under
9 the wage and hour laws pleaded in the Action and the PAGA Letter under California and
10 federal law, including the California Labor Code and the applicable Wage Orders as to the
11 facts and theories alleged in the Action and the PAGA Letter (collectively, the "Released
12 Claims.") The period of the Release shall extend to the limits of the Class Period.

13 b. "PAGA Released Claims" means all claims or causes of action
14 for PAGA penalties that were, or could have been asserted in Plaintiffs April 14, 2020 letter
15 to the LWDA and in the First Amended Complaint in the Action, pursuant to the California
16 Labor Code Private Attorneys General act of 2004, Labor Code §§2698, *et. seq.*, based on the
17 alleged violations of Labor Code §§200-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1199,
18 2699, 2699.3, 2802, and IWC California Wage Order 5-2001, whether for civil penalties or
19 attorneys' fees and costs arising out of the PAGA claims at issue, including: unpaid wages,
20 overtime; missed meal periods; missed rest breaks; inaccurate wage statements; failure to
21 timely pay wages during employment and/or at the time of termination; and failure to
22 reimburse employee expenses."

23 **4. Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"**

24 Paragraph III.52.g. of the Settlement Agreement is amended to read as follows:

25 **Add:** III.52.g.vi. "Notwithstanding the submission of a timely request for exclusion, Class
26 Members will still be bound by the settlement and release of the PAGA Claims or remedies
27 under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for
28 exclusion do not apply to the PAGA Claims and will not be effective to preclude the release

of the PAGA Claims. Each Class Member shall receive an Individual PAGA Settlement Payment.”

5. Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"

Paragraph III.52.h.iv of the Settlement Agreement is amended to read as follows:

Add right after first sentence: “If a Class Member timely submits both a valid Request for Exclusion and a valid Objection, the Request for Exclusion shall apply.”

6. Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"

Paragraph III.52.e. of the Settlement Agreement is amended to read as follows:

Delete: “Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with the estimated number of Workweeks stated on their Notice, to provide documentation and/or an explanation to show contrary employment dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement, and that determination shall be binding upon the Settlement Class Member and the Parties.”

Replace With: “e. Disputes Regarding Individual Settlement Payments.”

i. Settlement Class Members will have the opportunity, should they disagree with the estimated number of Workweeks stated on their Notice, to provide documentation and/or an explanation to show contrary employment dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement, and that determination shall be binding upon the Settlement Class Member and the Parties, subject to review of the Court.”

ii. The Settlement Administrator shall send all notices of disputes and the accompanying documentation to Class Counsel and Defense Counsel. Class Counsel will be

1 responsible for filing the Notices of Dispute, including the accompanying documentation,
2 with the Court in advance of the Final Approval Hearing.

3 **7. Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"**

4 Paragraph III.52.h. of the Settlement Agreement is amended to read as follows:

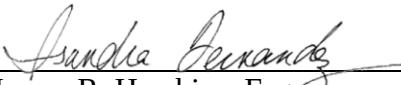
5 **Add:** III.52.h.ii. right after first sentence, "Settlement Class Members may appear in person
6 or through counsel, whether or not they submitted an Objection, and whether or not a
7 submitted Objection stated they intended to appear at the Final Approval Hearing."

8
9 Dated: May 17, 2022

JAMES HAWKINS, APLC

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James R. Hawkins, Esq.
Isandra Y. Fernandez, Esq.
Attorneys for Plaintiff
Eduardo Rivera

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Dated: May 17, 2022

FINCH, THORNTON & BAIRD, LLP

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/s/Chad T. Wishchuk (with permission)

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Chad T. Wishchuk, Esq.
Attorneys for Defendant

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Attorneys for Plaintiff, EDUARDO RIVERA
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

EDUARDO RIVERA behalf of himself and all
others similarly situated,

Plaintiff,

vs.

ALLCOM ELECTRIC INC., a California
Corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01123366-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Peter Wilson
Dept.: CX102

**SECOND AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

**AMENDMENT TO STIPULATION AND SETTLEMENT OF CLASS AND
REPRESENTATIVE ACTION**

In accordance with the Court's ~~April 7~~May 26, 2022 Tentative Ruling on Plaintiffs Motion
for Preliminary Approval of Class Action Settlement, Plaintiff EDUARDO RIVERA ("Plaintiff" or
"Class Representative"), individually and on behalf of all others similarly situated, and Defendant
ALLCOM ("Defendant") (collectively, the "Parties") hereby agree, by and through their attorneys of
record, to be bound by this Second Amendment to the Joint Stipulation of Class Action and PAGA
Settlement Agreement and Release of Claims ("Amendment") which is intended to replace and
supersede the sections of the Amendment to the Joint Stipulation of Class Action and PAGA

Settlement Agreement and Release of Claims ("Settlement Agreement") as specifically set forth below:

Terms used herein shall have the same meaning as in the Settlement Agreement unless defined differently in this Amendment. This Amendment is being made in accordance with the Settlement Agreement which states: "With Court approval, this Settlement Agreement may be amended or modified only by a written instrument that is signed by counsel for all Parties or their successors-in-interest, and signed by the Parties or their successors-in-interest." (See Settlement Agreement, ¶ III.62).

Except as specifically provided herein, the Settlement Agreement shall remain in full force and effect. The Settlement Agreement shall be modified as follows:

1. Section Heading: "I. DEFINITIONS"

Paragraph I.2, of the Settlement Agreement is amended to read as follows:

Delete: ""Class" is defined as: All persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from January 13, 2016, through preliminary approval."

Replace With: "2. Class and Aggrieved Employee's

- a. "Class" is defined as: All persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from January 13, 2016, through preliminary approval.
- b. "Aggrieved Employees" are defined as: All persons who are or were employed by Defendant as non-exempt, hourly-paid employees in California from January 13, 2019, through preliminary approval.

2. Section Heading: "I. DEFINITIONS"

Paragraph I.7, of the Settlement Agreement is amended to read as follows:

Delete: ""Class Period" means the time period from January 13, 2016 until the Preliminary Approval Date."

Replace With: "7. Time Periods"

- a. "Class Period" is defined as: the time period from January 13, 2016 until the Preliminary Approval Date.
- b. "PAGA Period" is defined as: the time period from January 13, 2019 until the Preliminary Approval Date.

3. Section Heading: "I. DEFINITIONS"

Paragraph I.22, "PAGA Letter" of the Settlement Agreement is amended to read as follows:

Delete: the word "April".

Replace With: the word "January"

4. Section Heading: "I. DEFINITIONS"

Paragraph I.29, of the Settlement Agreement is amended to read as follows:

Delete: ~~""~~"Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Action, including any claims for: (1) failure to pay lawful wages; (2) failure to provide meals periods; (3) failure to provide rest periods; (4) failure to timely pay all wages due at termination; (5) failure to provide accurate wage statements; (6) failure to reimburse business expenses (8) unfair competition; and (9) civil penalties, Labor Code § 2699, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Complaint and/or the PAGA Letter, including compensatory damages; economic and/or special damages; premium wages; premium pay; penalties; attorneys' fees; interest; and litigation costs) premised on the facts, claims, or legal theories described herein or in the Action; any other claims or penalties under the wage and hour laws pleaded in the Action and the PAGA Letter under California and federal law, including the California Labor Code and the applicable Wage Orders as to the facts and theories alleged in the Action and the PAGA Letter (collectively, the "Released Claims.") The period of the Release shall extend to the limits of the Class Period. -The res judicata effect of the Judgment will be the same as that of the Release."

Replace With: ~~"16-29.~~ "Release of Claims"

1 a. “Class Released Claims” means any and all claims, debts,
2 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or
3 causes of action contingent or accrued for, that are pleaded, or that could have been pleaded,
4 based on the facts and claims alleged in the Action, including any claims for: (1) failure to
5 pay lawful wages; (2) failure to provide meals periods; (3) failure to provide rest periods; (4)
6 failure to timely pay all wages due at termination; (5) failure to provide accurate wage
7 statements; (6) failure to reimburse business expenses (8) unfair competition; and (9) civil
8 penalties, Labor Code § 2699, predicated on any of the violations of the California Labor
9 Code and applicable IWC Wage Order alleged in the Complaint ~~and/or the PAGA Letter~~,
10 including compensatory damages; economic and/or special damages; premium wages;
11 premium pay; penalties; attorneys’ fees; interest; and litigation costs ~~),~~ premised on the facts,
12 claims, or legal theories described herein or in the Action; any other claims or penalties under
13 the wage and hour laws pleaded in the Action ~~and the PAGA Letter~~ under California and
14 federal law, including the California Labor Code and the applicable Wage Orders as to the
15 facts and theories alleged in the Action ~~and the PAGA Letter~~ (collectively, the “Class
16 Released Claims.”) ~~-~~ The period of the Release shall extend to the limits of the Class Period.

17 b. “PAGA Released Claims” means all claims or causes of action
18 for PAGA penalties that were, or could have been asserted in Plaintiffs ~~April~~ January 14,
19 2020, letter to the LWDA and in the First Amended Complaint in the Action, pursuant to the
20 California Labor Code Private Attorneys General act of 2004, Labor Code §§2698, *et. seq.*,
21 based on the alleged violations of Labor Code §§200-204, 226, 226.7, 510, 512, 1174, 1194,
22 1197, 1199, 2699, 2699.3, 2802, and IWC California Wage Order 5-2001, whether for civil
23 penalties or attorneys’ fees and costs arising out of the PAGA claims at issue, including:
24 unpaid wages, overtime; missed meal periods; missed rest breaks; inaccurate wage
25 statements; failure to timely pay wages during employment and/or at the time of termination;
26 and failure to reimburse employee expenses (collectively, the “PAGA Released Claims”).
27 The period of the Release shall extend to the limits of the PAGA Period.”

28 **5. Section Heading: "I. DEFINITIONS"**

Paragraph I.36. "Settlement Class Member" of the Settlement Agreement is amended to read as follows:

Delete: the words, "Released Claims".

Replace with: the words, "Class Released Claims, PAGA Released Claims."

6. Section Heading: "II. TERMS OF THE SETTLEMENT AGREEMENT"

Paragraph I.42. "Class Members' Claims" of the Settlement Agreement is amended to read as follows:

Delete: in the first sentence the words, "Released Claims".

Replace with: the words, "Class Released Claims and PAGA Released Claims."

4.7. Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"

~~Paragraph III.52.~~ Paragraph III.44 "Release by Settlement Class Members" of the Settlement Agreement is amended to read as follows:

Add: to the end of the sentence, ", including Class Released Claims and PAGA Released Claims."

8. Section Heading: "III. TERMS OF THE SETTLEMENT AGREEMENT"

Paragraph III.45. "General Release of Claims by the Named Plaintiff" of the Settlement Agreement is amended to read as follows:

Delete: in the first sentence the words, "Released Claims".

Replace with: the words, "Class Released Claims and PAGA Released Claims."

Section Heading: "III. g. of the Settlement Agreement is amended to read as follows:

Add: III.52.g.vi. "Notwithstanding the submission of a timely request for exclusion, Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to the PAGA Claims and will not be effective to preclude the release of the PAGA Claims. Each Class Member shall receive an Individual PAGA Settlement Payment."

7.1. Section Headings: "III. TERMS OF SETTLEMENT AGREEMENT"

~~Paragraph III.52.h.iv of the Settlement Agreement is amended to read as follows:~~

~~Add right after first sentence: "If a Class Member timely submits both a valid Request for Exclusion and a valid Objection, the Request for Exclusion shall apply."~~

~~10-9.~~ Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"

Paragraph III.52.e. of the Settlement Agreement is amended to read as follows:

Delete: "Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with the estimated number of Workweeks stated on their Notice, to provide documentation and/or an explanation to show contrary employment dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement, and that determination shall be binding upon the Settlement Class Member and the Parties."

Replace With: "e. Disputes Regarding Individual Settlement Payments."

i. Settlement Class Members will have the opportunity, should they disagree with the estimated number of Workweeks stated on their Notice, to provide documentation and/or an explanation to show contrary employment dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement, and that determination shall be binding upon the Settlement Class Member and the Parties, subject to review of the Court."

ii. The Settlement Administrator shall send all notices of disputes and the accompanying documentation to Class Counsel and Defense Counsel. Class Counsel will be responsible for filing the Notices of Dispute, including the accompanying documentation, with the Court in advance of the Final Approval Hearing.

~~11-10.~~ Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"

Paragraph III.52.g. of the Settlement Agreement is amended to read as follows:

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1 Add: III.52.g.vi. “Notwithstanding the submission of a timely request for exclusion, Class
2 Members will still be bound by the settlement and release of the PAGA Released Claims or
3 remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).
4 Requests for exclusion do not apply to the PAGA Released Claims and will not be effective
5 to preclude the release of the PAGA Released Claims. Each Class Member shall receive an
6 Individual PAGA Settlement Payment.”

7 **11. Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"**

8 Paragraph III.52.h. of the Settlement Agreement is amended to read as follows:

9 **Add:** III.52.h.ii. right after first sentence, “Settlement Class Members may appear in person
10 or through counsel, whether or not they submitted an Objection, and whether or not a
11 submitted Objection stated they intended to appear at the Final Approval Hearing.”

12 **12. Section Heading: "III. TERMS OF SETTLEMENT AGREEMENT"**

13 Paragraph III.52.h.iv of the Settlement Agreement is amended to read as follows:

14 **Add right after first sentence:** “If a Class Member timely submits both a valid Request for
15 Exclusion and a valid Objection, the Request for Exclusion shall apply.”

16 **13. Section Heading: "III. TERMS OF THE SETTLEMENT AGREEMENT"**

17 Paragraph III.53.b.i. “Calculation of Individual Settlement Payments” of the Settlement
18 Agreement is amended to read as follows:

19 **Delete:** in the last sentence the words, “Released Claims”.

20 **Replace with:** the words, “Class Released Claims and PAGA Released Claims.”

21 **14. Section Heading: "III. TERMS OF THE SETTLEMENT AGREEMENT"**

22 Paragraph III.53.c. “Class Representative Service Award (“Service Award”)” of the
23 Settlement Agreement is amended to read as follows:

24 **Delete:** in the first sentence the words, “Released Claims”.

25 **Replace with:** the words, “Class Released Claims and PAGA Released Claims.”

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27 Dated: ~~May 17~~ June 9, 2022

JAMES HAWKINS, APLC

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Dated: ~~May 17~~ June 9, 2022

FINCH, THORNTON & BAIRD, LLP

James R. Hawkins, Esq.
Isandra Y. Fernandez, Esq.
Attorneys for Plaintiff
Eduardo Rivera

Chad T. Wishchuk, Esq.
Attorneys for Defendant

EXHIBIT 2

Time Ticket Diary Report

Report Date: 10/12/2022
 Report Time: 4:02PM
 Page: 1 of 23
 User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/12/2022
 Timekeeper: All
 Client: ALLCOM001 Eduardo Rivera
 Matter: JRH 3707 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.
 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 Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
IYF	Isandra Fernandez									
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/11/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Receive and review intake docs;discussion with Mr. Rivera re potential claims	128	1.20	1,020.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/12/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Follow up with Mr. Rivera	129	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/12/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re client	130	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/28/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Discuss with client	131	0.50	425.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/16/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Research potential claims/issues. Call; Start draft of complaint	132	1.30	1,105.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/30/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Draft complaint	133	1.00	850.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/16/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re contact client	134	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/16/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Research company corp structure; crs re client	135	0.70	595.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/12/2022
 Report Time: 4:02PM
 Page: 2 of 23
 User ID: Miccolis

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Call re client	10/25/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	136	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs re client	01/08/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	137	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Call client	01/09/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	159	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Revise and finalize complaint; draft PAGA letter; call client	01/10/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	139	1.50	1,275.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs to client	01/14/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	138	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 R & R signed cert mail re LWDA and client	01/24/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	140	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs re service of complaint	03/13/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	141	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs re LWDA and amended complaint	04/08/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	142	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Draft amended complaint to add PAGA	04/14/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	143	0.80	680.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Revise and finalize FAC	04/17/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	144	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Receive and review petition to compel arbitration; discuss re same	05/27/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	145	0.50	425.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/12/2022
 Report Time: 4:02PM
 Page: 3 of 23
 User ID: Miccolis

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/28/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review all motion docs in support of petition compel arb.; research	146	1.00	850.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/29/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Call defense	162	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/05/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re filing; call client	148	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/01/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Call defense counsel re status report; crs re same	147	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/07/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Call defense; crs re same; draft plaintiff's status conference report	149	0.80	680.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/08/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R Minute Order; R & R Defendant's status report statement.	150	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/01/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Research and draft opposition to motion to compel arbitration	163	3.40	2,890.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/04/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Continue draft of opposition to petition to compel arb and draft of oppo	151	2.30	1,955.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/05/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Revise and finalize opposition documents to motion compel arb	164	4.00	3,400.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/12/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Receive and review reply to oppo to motion to compel; research re same; discuss re same	165	2.10	1,785.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/18/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Discuss with client	166	0.30	255.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/12/2022
 Report Time: 4:02PM
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 User ID: Miccolis

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/19/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review tentative; Prep for and attend hearing on motion compel arbitration	167	1.20	1,020.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/23/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re ruling on motion to compel	168	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/25/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review notice of ruling	169	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	12/17/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R notice to stay proceedings and notice of appeal; discuss re same	170	0.60	510.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	12/28/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R Notice of filing of appeal	171	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/04/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R Appellate doc notice of clerk's transcript	173	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/04/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R Civil Case Information on Appeal; research	172	1.40	1,190.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/24/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Draft Plaintiff's statement; call defense	174	0.50	425.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/25/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R minute order	175	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/03/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R change of handling attorney	176	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/05/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R letter re record of appeal; discuss re same	177	0.40	340.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/12/2022
 Report Time: 4:02PM
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 User ID: Miccolis

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/01/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	178	0.30	255.00	BL			No	Unbilled
		Crs from defense re mediation								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/02/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	179	0.40	340.00	BL			No	Unbilled
		Crs re potential mediators; discuss re same								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/07/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	180	0.40	340.00	BL			No	Unbilled
		Crs re potential mediators; research re same								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/09/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	181	0.40	340.00	BL			No	Unbilled
		Crs re mediators; discuss re dame.								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/12/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	182	0.10	85.00	BL			No	Unbilled
		Crs to defense re choice of mediator								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/19/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	183	0.30	255.00	BL			No	Unbilled
		Crs re appellant brief								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/21/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	184	0.40	340.00	BL			No	Unbilled
		Discuss with client								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/07/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	187	2.00	1,700.00	BL			No	Unbilled
		Research in prep for reply to appellate brief								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/07/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	185	0.40	340.00	BL			No	Unbilled
		Discuss re proposed mediator								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/08/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	188	5.30	4,505.00	BL			No	Unbilled
		Continued research and start draft of Reply to appellate brief								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/09/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	189	3.00	2,550.00	BL			No	Unbilled
		Continued draft of Reply to appellate brief								

Time Ticket Diary Report

Report Date: 10/12/2022
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 Page: 6 of 23
 User ID: Miccolis

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/10/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Continued review, research and draft of Reply brief; research proposed mediator; info on appellate judges	190	4.20	3,570.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Revise Reply brief	191	2.00	1,700.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/12/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review transcript	192	1.00	850.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/13/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Continue work on Reply to appellate brief	193	2.40	2,040.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/14/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Revise, finalize and file Reply brief	194	6.30	5,355.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/17/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re filing with appellate court	195	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/20/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Call client	196	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/27/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs from mediator review docs	197	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/03/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R appellant's reply brief; discuss re same	198	1.00	850.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/08/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re mediation	199	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/29/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs to defense re info/docs needed in advance of mediation	200	0.30	255.00	BL			No	Unbilled

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs re mediation	06/30/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	201	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Discussion with defense re mediation; review docs	07/01/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	202	0.50	425.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Call client; review docs in prep for mediation	07/07/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	203	2.00	1,700.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Call client	07/10/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	205	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Discuss with client; continued prep for mediation	07/10/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	206	2.20	1,870.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs re mediation	07/10/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	204	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Draft mediation brief; call client; continued prep	07/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	207	3.00	2,550.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs with defense re mediation; continued prep	07/12/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	208	1.50	1,275.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Finalize brief; crs with defense; discuss with defense; discuss with client; continued prep	07/13/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	209	4.80	4,080.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Attend mediation; crs re mediator proposal	07/14/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	210	7.50	6,375.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs with mediator; discuss re same	07/15/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	211	0.50	425.00	BL			No	Unbilled

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs re mediation	07/19/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	212	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 R & R Minute Order	07/27/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	213	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs with defense re MOU	07/28/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	214	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs re MOU	08/10/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	215	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Draft MOU; R & R notice from appellate court; call client	08/20/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	216	2.00	1,700.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs from d.c. re status of revisions to MOU	08/23/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	217	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs with defense re stip to request continuance of oral argument in appellate court	08/25/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	218	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 R & R stip request continuance of oral argument	08/26/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	219	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 R & R notification from appellate court re filed document	08/27/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	220	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Draft settlement agreement	09/13/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	221	2.30	1,955.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Continued draft of settlement agreement; crs with defense re settlement administrator	09/14/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	222	3.40	2,890.00	BL			No	Unbilled

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/15/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs with defense re settlement agreement	223	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/16/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Finalize settlement; crs with defense; discuss with client; send MOU to sign	224	1.00	850.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/17/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs with defense re MOU; R & R defense proposed revisions to Settlement Agreement; call client	225	0.80	680.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/30/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re approval hearing date	226	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/01/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Prepare stip to continue status conference; crs with defense re same	227	0.60	510.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/04/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Revise settlement; send to defense; crs re same	228	0.80	680.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/04/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R Minute Order	229	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/15/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Revise settlement send to defense; Crs with settlement admin re quote	230	0.70	595.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/16/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R settlement admin quote	231	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/20/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R signed MOU from defense	232	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/23/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs with settlement admin	233	0.20	170.00	BL			No	Unbilled

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ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/23/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	234	0.20	170.00	BL			No	Unbilled
		Crs with settlement admin								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/30/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	235	0.40	340.00	BL			No	Unbilled
		Crs with defense counsel re filing of motion; crs re appellate court status report								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	12/22/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	236	0.40	340.00	BL			No	Unbilled
		Crs with defense re appeal time line and filing of motion; review order from appellate court								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/13/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	238	0.10	85.00	BL			No	Unbilled
		Crs with defense re status								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/14/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	240	0.40	340.00	BL			No	Unbilled
		Draft stip to continue SC								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/14/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	239	0.50	425.00	BL			No	Unbilled
		Crs re further revised settlement; finalize settlement discuss with client								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	242	0.80	680.00	BL			No	Unbilled
		Revise SA and draft notice docs								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	241	0.30	255.00	BL			No	Unbilled
		Crs re stip to continue; R & R Minute Order								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/25/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	243	1.20	1,020.00	BL			No	Unbilled
		Draft preliminary approval motion								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/01/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	244	1.20	1,020.00	BL			No	Unbilled
		Continued draft of motion and supporting docs								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/02/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	245	1.30	1,105.00	BL			No	Unbilled
		Revise and finalize prelim approval motion								

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/02/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Revise and finalize prelim approval motion documents; revise and finalize notice docs and proposed order ; crs re dame	246	2.00	1,700.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/06/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R Minute Order	247	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/06/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R tentative; crs re same	248	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/10/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review and revise supplement docs to prelim approval motion; crs re same	251	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/10/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review and revise supplement to preliminary approval and revisions made to settlement docs; discuss re same	249	1.80	1,530.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/11/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. call client	250	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/16/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs to defense re supplement to prelim approval motion	252	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/17/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs with defense re motion; finalize and file supplement docs to preliminary approval as per tentative	253	0.60	510.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/25/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R tentative ruling on prelim approval motion; discuss re same	254	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/01/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re tentative ruling	255	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/08/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Discuss re revisions to settlement and issued raised in tentative	257	0.30	255.00	BL			No	Unbilled

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/09/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review supplemental docs to be filed as per tentative; crs LD and defense re same	258	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/14/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs b/w LD and defense re status of amended settlement and docs to be filed	259	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/23/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Review tentative; discuss re same; review revised orderand crs with defense and LD re same	260	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/27/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R order granting preliminary approval	261	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/08/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R schedule for settlement admin sent by Simpluris; discuss re same	262	0.30	255.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/11/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R class notice from settlement admin	263	0.40	340.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/14/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Crs re revised exclusion form	264	0.20	170.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/29/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R &R weekly report from Simpluris	265	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/05/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R &R weekly report from Simpluris	266	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/12/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R weekly report	267	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/19/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. R & R weekly report	268	0.10	85.00	BL			No	Unbilled

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ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 R & R weekly report	08/26/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	269	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 R & R weekly report	09/02/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	270	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 R & R weekly report	09/09/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	271	0.10	85.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Crs to settlement admin re declaration in support of final; start prep for final approval motion	10/10/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	272	1.00	850.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Follow up on document from Simpluris; discuss re final approval motion; prep supporting doc	10/11/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	273	1.60	1,360.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Estimated case wrap up	10/12/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	277	10.00	8,500.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 Review final dec from Simpluris and motion docs; finalize.	10/12/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	274	1.10	935.00	BL			No	Unbilled
Totals For:IYF				129.10	109,735.00					
JRH	James Hawkins									
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 crs w/ MLW re potential new case	06/15/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	3	0.30	270.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 crs w/ MLW re new client meeting; brief research re violations	06/16/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	4	1.70	1,530.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707 new client meeting; client docs; intake; retainer	06/18/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	7	4.00	3,600.00	BL			No	Unbilled

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ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/10/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt and review of minute order	61	0.10	90.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/19/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt and review of pos; email re same	16	0.20	180.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/30/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt and review of notice of ruling	24	0.20	180.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	12/17/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt and review of notice; emails re same	46	0.20	180.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt and review of clerk transcript	45	0.10	90.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/23/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. crs ad emails re status conf	26	0.30	270.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/05/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt of voicemail; returned phone call w/ client; memo	29	0.70	630.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt and review of docket	57	0.10	90.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. crs and emails w/ MLW re invoices	48	0.20	180.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/27/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. crs and emails w/ mediator re mediation; email MLW re invoice	50	0.40	360.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/02/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. review docs; analysis of data; prep for mediation	69	6.50	5,850.00	BL			No	Unbilled

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ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/03/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	71	7.00	6,300.00	BL			No	Unbilled
		due diligence in prep for mediation								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/06/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	118	3.90	3,510.00	BL			No	Unbilled
		due diligence re mediation; conf and crs; discussions								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/07/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	58	1.50	1,350.00	BL			No	Unbilled
		crs and emails; conf w/ IYF re mediation								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/10/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	73	8.00	7,200.00	BL			No	Unbilled
		begin damage model; review data; conf re same; review work records; prep								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/12/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	75	7.70	6,930.00	BL			No	Unbilled
		finalize damage model; finalize analysis; strategy discussions; conf re same								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/14/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	78	7.50	6,750.00	BL			No	Unbilled
		prep; review and participate in mediation								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/22/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	35	0.30	270.00	BL			No	Unbilled
		crs and emails w/ MLW re mediation payment								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/27/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	65	0.20	180.00	BL			No	Unbilled
		receipt and review of min order; email re same								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/15/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	59	1.20	1,080.00	BL			No	Unbilled
		crs and conf re MOU; conf w/ IYF; emails re same								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/04/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	66	0.20	180.00	BL			No	Unbilled
		min order; emails re same								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/04/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	60	0.20	180.00	BL			No	Unbilled
		crs re ntc of change								

Time Ticket Diary Report

Report Date: 10/12/2022
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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. crs and emails re stip and order; email MLW re filing	87	0.50	450.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/18/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt of court docs; review and email	91	0.30	270.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/09/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. r/r of pos	98	0.10	90.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/18/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. r/r of pos	104	0.10	90.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/27/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. r/r of court docs; emails re same	109	0.20	180.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/28/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. crs and emails w/ MLW re reports; costs; review; crs re same; memo	114	0.70	630.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/11/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. multiple crs and emails re hearing; phone call re same	120	1.10	990.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. multiple crs and emails re class members; crs w/ claims admin; phone call w/ client	121	1.50	1,350.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/16/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt and review of court docs; crs	123	0.20	180.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/29/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. receipt of voicemail from class member; returned phone call; crs w/ IYF re same; memo	122	1.00	900.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/14/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. conf w/ MLW re reports; receipt and review	126	1.50	1,350.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/12/2022
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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. estimation of time needed for case closure	79	10.00	9,000.00	BL			No	Unbilled
Totals For:JRH				69.90	62,910.00					
LD Lance Dacre										
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/22/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. -Review 4-7-2022 Tentative and discuss with IYF. Gather and review documents in preparation for response to Tentative ruling. -Draft outline of notes regarding response to Tentative ruling and email to IYF -Begin drafting Amendment to Settlement	83	6.70	4,690.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/25/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Work on Amendment to Settlement and begin revising Class Notice	84	3.00	2,100.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/26/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. -Work on revisions to Class Notice and proposed Order. -Draft Exclusion/objection form for use with Class Notice -Draft Supplement to Motion for Preliminary Approval	85	12.00	8,400.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/27/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. -work on revisions to Class Notice and redlined version -Further revise proposed Order and redlined version -Draft and revise JRH Decl and further revise Supplement to Motion for Preliminary Approval -Email to IYF Suppl. to MPA, HRH Decl, Amend. to Settlement, clean & redline version of Class Notice, clean & redline version of proposed Order	86	4.00	2,800.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/10/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Work on revisions to the supplemental documents.	153	2.00	1,400.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/01/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Reviewed 5-26-2022 tentative ruling. Begin making notes for supplemental documents.	154	1.50	1,050.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/03/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Email from opposing counsel with responses to tentative and changes to settlement. Reviewed responses and changes. Work on supplemental documents.	155	1.60	1,120.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/12/2022
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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/07/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Work on supplemental documents	156	2.00	1,400.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/08/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Work on supplemental documents. Email Amendment to Settlement to IYF for review.	157	2.00	1,400.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/09/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. calculated proposed date for FAM hearing. Spoke with Sheila re: good dates. Spoke with opposing counsel re: tentative and responses. Finished drafts of supplemental documents and emailed to opposing counsel for review.	158	1.50	1,050.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/14/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Email to opposing counsel re: follow up on any suggested revisions as needs to be filed today. Finally got response from opposing counsel, he approved documents. Emailed documents to opposing counsel for signature, he signed. Emailed documents to office for filing today.	160	3.00	2,100.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/23/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Remote appearance for Preliminary Approval Hearing. Court had not read my response to his tentative filed this morning. Matter continued to 8-11-2022 at 2:00pm, Dept. CX102. Plaintiff to give notice. Draft notice of continuance, email to office for service and filing. Email to opposing counsel re: hearing result.	161	1.50	1,050.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/10/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Draft documents for Final Approval Hearing - Final Approval Motion, Declaration of JRH, Declaration of Rivera, Proposed Order	152	10.00	7,000.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/11/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. LMTCB for Client regarding his declaration for the Final Approval Motion. Spoke with client regarding his declaration. Email exchange with Administrator Simpluris re: their declaration for FAM.	256	0.60	420.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/12/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. Email to Administrator re: updated declaration. Received updated declaration from Administrator. Work on finalizing documents, declarations, and exhibits for filing.	278	3.00	2,100.00	BL			No	Unbilled
Totals For:LD				54.40	38,080.00					

Time Ticket Diary Report

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/15/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. phone call from potential client; crs w/ JRH re same	2	0.50	100.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/16/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. phone call w/ potential client re new case; meeting; calendar	5	0.50	100.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/18/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. assist JRH w/ new client meeting; intake; client docs and retainer	6	4.00	800.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/19/2019 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. scan docs; open new case on network; open abacus; calendar; email re same	9	1.60	320.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/14/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. prep; file lwda; calendar; email re same	10	0.50	100.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/15/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. scan cert mail; calendar	52	0.30	60.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/24/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. cert mail	53	0.30	60.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/31/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. prep docs; file and calendar	12	0.60	120.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/07/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. prep; file and calendar	20	0.40	80.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/05/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. prep docs; file and calendar	22	0.50	100.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/16/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. schedule; confirm and calendar courtcall	23	0.60	120.00	BL			No	Unbilled

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	11/30/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	25	0.30	60.00	BL			No	Unbilled
		one legal; notice of ruling								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	12/17/2020 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	47	0.30	60.00	BL			No	Unbilled
		scan notice; email and calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	44	0.30	60.00	BL			No	Unbilled
		scan; email and calendar clerk transcript								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/24/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	28	0.40	80.00	BL			No	Unbilled
		prep docs; file status; calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/24/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	27	0.50	100.00	BL			No	Unbilled
		prep; file and calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	02/25/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	63	0.30	60.00	BL			No	Unbilled
		min order; emails								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/14/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	38	0.40	80.00	BL			No	Unbilled
		scan docs; email and calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/10/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	54	0.30	60.00	BL			No	Unbilled
		scan clerk transcript request; calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	31	0.40	80.00	BL			No	Unbilled
		scan; calendar and email								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	56	0.40	80.00	BL			No	Unbilled
		docket; calendar; email re same								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/11/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	49	0.30	60.00	BL			No	Unbilled
		crs ad emails w/ JRH re invoices; send and confirm								

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/13/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	42	0.50	100.00	BL			No	Unbilled
		prep; file; email and calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/14/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	43	0.40	80.00	BL			No	Unbilled
		scan rejected service; calendar and email								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/27/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	51	0.30	60.00	BL			No	Unbilled
		crs and email from JRH re mediation								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/03/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	40	0.50	100.00	BL			No	Unbilled
		prep; file and calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	07/22/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	34	0.40	80.00	BL			No	Unbilled
		crs and email w/ JRH re mediation payment; send and confirm								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	10/04/2021 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	36	0.60	120.00	BL			No	Unbilled
		schedule; confirm and calendar courtcall								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	88	0.20	40.00	BL			No	Unbilled
		crs ad emails w/ JRH re filing								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/16/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	89	0.50	100.00	BL			No	Unbilled
		prep; file and calendar								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	01/18/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	90	0.40	80.00	BL			No	Unbilled
		court docs; calendar and email								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/03/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	94	0.60	120.00	BL			No	Unbilled
		prep motion; file; calendar and email								
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/03/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.	93	0.60	120.00	BL			No	Unbilled
		prep dec; crs; file and calendar								

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	03/09/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. file pos; calendar and email	97	0.30	60.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	04/06/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. schedule; confirm and calendar courtcall; email re same	99	0.60	120.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	05/18/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. file pos; email and calendar	103	0.30	60.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. prep supp docs; file and calendar	106	0.70	140.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/23/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. prep; file proposed order; calendar	107	0.40	80.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/27/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. court docs; order; calendar and email	108	0.50	100.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	06/28/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. crs and emails w/ JRH; run reports; email JRH; memo and scan	115	1.00	200.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	08/16/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. court docs; min order; scan and calendar; email re same	124	0.40	80.00	BL			No	Unbilled
ALLCOM001 Eduardo Rivera Time Ticket Text:	JRH 3707	09/15/2022 Allcom Electric, Inc.- Rivera v Allcom Electric, Inc. approximate time needed for case wrap up	80	13.00	2,600.00	BL			No	Unbilled
Totals For:MLW				35.90	7,180.00					

Time Ticket Diary Report

JAMES HAWKINS APLC

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

Timekeepers Totals

Timekeeper:	IYF	Type	Unbilled
		Billable Hours	129.10
		Total For IYF	129.10
Timekeeper:	JRH	Type	Unbilled
		Billable Hours	69.90
		Total For JRH	69.90
Timekeeper:	LD	Type	Unbilled
		Billable Hours	54.40
		Total For LD	54.40
Timekeeper:	MLW	Type	Unbilled
		Billable Hours	35.90
		Total For MLW	35.90

Firm Totals

TYPE	Unbilled
Billable Hours	289.30
Grand Total:	289.30

EXHIBIT 3

Matter Billing Detail

Report Date: 10/12/2022
 Report Time: 6:29PM
 Page: 1 of 3
 User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/10/2022
Client: ALLCOM001 - Eduardo Rivera
Matter: JRH 3707 - Allcom Electric, Inc.- Rivera v Allcom Electric, Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/14/2020	FIL	Filing Fee- LWDA filing ck#8416	\$75.00		Unbilled				
01/31/2020	ONE	One Legal Services-Complaint,Civil Case Cover Sheet,Summons-IN#02434435	\$1,494.56		Unbilled				
03/13/2020	FST	First Legal Network- Personal delivery - Complaint, Summons, Civ Cover Sheet IN#30125956	\$269.15		Unbilled				
03/19/2020	ONE	One Legal- Proof of Service In-02573972	\$12.20		Unbilled				
06/05/2020	ONE	One Legal Services-Amended Complaint-IN#02646234	\$12.20		Unbilled				
07/07/2020	ONE	One Legal Services- Status Conf Statement-In#02699022	\$12.20		Unbilled				
11/05/2020	ONE	One Legal Services - Opposition-In#02935176	\$12.20		Unbilled				
11/16/2020	CCL	Court Call - 11.19.20 Motion for IYF	\$94.00		Unbilled				
11/30/2020	ONE	One Legal Services- Notice of Ruling- In #02971313	\$12.20		Unbilled				
02/24/2021	ONE	One Legal Services- Status Conference Statement- In#03128703	\$14.25		Unbilled				
02/24/2021	ONE	One Legal Services - Status Conference Statement IN#03128703	\$14.25		Unbilled				
05/11/2021	CRT	Court Documents- Notice	\$22.50		Unbilled				
05/11/2021	CRT	Court Documents- Transcript on Appeal	\$61.00		Unbilled				
05/12/2021	FST	First Legal Network - RESEARCH, clerks transcript on appeal IN#30159758	\$84.76		Unbilled				
07/22/2021	MED	Mediation Services Fennemore Craig PC CK#9348	\$2,000.00		Unbilled				
01/16/2022	ONE	One Legal Services-Stipulation and proposed order- In#03791451	\$35.26		Unbilled				
01/18/2022	CRT	Court Documents - 01.18.22 Stipulation and Order signed by Judge	\$7.50		Unbilled				
03/03/2022	ONE	One Legal Services- Declaration in Support-In#03896830	\$14.67		Unbilled				
03/03/2022	ONE	One Legal Services- Notice of Motion and Declaration in support-In#03896838	\$76.44		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
03/09/2022	ONE	One Legal Services- Notice of Proof of Service- in#03911550	\$14.67		Unbilled				
04/06/2022	CCL	Court Call - Preliminary Approval Motion for 4/07/22 IYF	\$94.00		Unbilled				
05/17/2022	ONE	One Legal Services- Supplemental Prelim Approval Documents- In#04080973	\$15.19		Unbilled				
05/18/2022	ONE	One Legal Services- Proof of Service- in#04084085	\$15.19		Unbilled				
06/15/2022	ONE	One Legal Services- Supplemental documents to Prelim Approval Mtn- In#04145379	\$15.19		Unbilled				
06/23/2022	ONE	One Legal Services- Proposed order- In#04168900	\$137.44		Unbilled				
06/23/2022	ONE	One Legal Services - Proof of Service- in# 04166337	\$15.19		Unbilled				
06/23/2022	ONE	One Legal Services- Proof of Service- in# 04166613	\$15.19		Unbilled				
06/23/2022	ONE	One Legal Services - Proof of Service- in#04166930	\$15.19		Unbilled				
06/27/2022	CRT	Court Documents- Order	\$9.67		Unbilled				
08/16/2022	CRT	Court Documents 8.9.22 Minute Order	\$7.50		Unbilled				
Total:			\$4,678.76	\$0.00					
Balance:			\$4,678.76						

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 : -----			\$4,678.76						
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						

EXHIBIT 4



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$437	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220



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Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossert	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290



4th Edition Media Company

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Hughes Hubbard & Reed	New York	300	\$633	\$990	\$625	\$828	\$800	\$695	\$270	\$536	\$510
Hunton & Williams	Richmond	855									
Husch Blackwell	St. Louis	551	\$341	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614									
Kaye Scholer	New York	425	\$661	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931									
Lathrop & Gage	Kansas City, MO	281	\$337	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275	\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235



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Malveny & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Cole	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



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Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235