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Attorneys for Plaintiff JOEL VILLALPANDO, individually and
on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JOEL VILLALPANDO, individually and on behalf
of all other aggrieved employees;

Plaintiff,

vs.

RED SPARROW SERVICES, INC., a California
corporation; AVREK LAW FIRM, a Professional
Law Corporation; MARYAM PARMAN, an
Individual; DOES 1-10, business entities, forms
unknown; individuals; DOES 11-20, individual;
and DOES 21-30, inclusive,

Defendants.

Case No.: 30-2020-01140620-CU-OE-CXC

**PLAINTIFF JOEL VILLAPANDO'S
SUPPLEMENTAL BRIEF IN SUPPORT OF
UNOPPOSED MOTION AND MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS' FEES, COSTS,
ENHANCEMENT PAYMENT,
ANDREIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES, AND DISMISSING ACTION
WITH PREJUDICE**

Date: April 9, 2021
Time: 9:00 a.m.
Judge: Hon. William Claster
Dept.: CX104
Reservation Number: 73457803

Action Filed: May 26, 2020
Trial Date: Not Set

1 **PLEASE TAKE NOTICE THAT** pursuant to the Court’s Order of February 26, 2021 Plaintiff
2 Joel Villalpando (“Plaintiff”) through her counsel, hereby submit this Supplemental Brief in Support of
3 Unopposed Motion and Motion for an Order Approving Settlement of Claims Brought Pursuant to the
4 Private Attorneys General Act of 2004, Awarding Attorneys' Fees, Costs, Enhancement Payment, and
5 Reimbursement of Settlement Administration Expenses, and Dismissing Action with Prejudice.

6
7 **1. Are there any other actions, whether in the pre-filing LWDA stage or pending in a court,**
8 **that may be affected by this settlement?**

9 **Response:** No.

10
11 **2. Plaintiff’s pre-filing letter to the LWDA appears to define the Aggrieved Employees as all**
12 **employees of Defendants. The settlement agreement defines the Aggrieved Employees as all non-**
13 **exempt employees of Defendants. What is the reason for this change?**

14 **Response:** Certain employees of Defendants, such as attorneys, were exempt and thus are not
15 Aggrieved Employees. Aggrieved Employees includes only non-exempt employees, including
16 employees potentially misclassified as exempt. Section 8 of the Settlement Agreement has been
17 Amended to clarify that Aggrieved Employees includes “non-exempt employees, including employees
18 potentially misclassified as exempt.” (See redlined Amended Joint Stipulation Re PAGA Settlement
19 attached hereto as **Exhibit “A-1”** – a full executed, clean version of same is attached hereto as **Exhibit**
20 **“A-2”**)

21
22 **3. Per the moving papers, Plaintiff was classified as an exempt employee from August 2018**
23 **onward. As a result, he was classified as exempt during the entire PAGA period, which begins in**
24 **April 2019. Again, the settlement agreement defines the Aggrieved Employees as non-exempt**
25 **employees of Defendants. Is Plaintiff an Aggrieved Employee as defined? The Court understands**
26 **the argument that he was misclassified as exempt, but it appears undisputed that he was in fact**
27 **classified as exempt at all relevant times.**

28 **Response:** Plaintiff is an Aggrieved Employee. As set forth in Response to item number 2,

above, Section 8 of the Settlement Agreement has been Amended to clarify that Aggrieved Employees includes “non-exempt employees, including employees potentially misclassified as exempt.” (See redlined Amended Joint Stipulation Re PAGA Settlement attached hereto as **Exhibit “A-1.”**)

4.
4. The Aggrieved Employees “worked directly for Defendants.” (Stip., § 12.) Does this mean that only employees who were simultaneous direct employees of Red Sparrow, Avrek and Parman are Aggrieved Employees, or is the definition meant to encompass persons who were a direct employee of any one of the three Defendants?

Response: The definition is meant to encompass persons who were a direct employee of any one of the three Defendants.

5.
5. Plaintiff’s pre-filing letter to the LWDA is dated February 2020, but the PAGA period begins in April 2019. Why doesn’t the PAGA period extend to February 2019, one year before the letter?

Response: Plaintiff submitted his LWDA pre-filing letter in February 2020. Plaintiff subsequently waited the statutory 65-day period allowing the LWDA an opportunity to investigate Plaintiff’s claims prior to filing the instant action. During this period the statute of limitations on Plaintiff’s PAGA claims were tolled in accordance with Labor Code section 2699.3. Therefore, accounting for the 65-day tolling period, and going back one year from the date of filing of the First Amended Complaint June 11, 2020, the applicable PAGA period began in April 2019.

6.
6. This matter settled in September 2020. PAGA penalties are calculated on a per-pay-period basis. How many total pay periods have been worked since the matter settled? Should an automatic escalator apply to the MSA to account for these additional workweeks?

Response: A total of 12 pay periods have elapsed since settlement was reached between the parties. An automatic escalator should not apply because the majority of Plaintiff’s claims are unique to Plaintiff and are not common to any of the other Aggrieved Employees or to Defendants’ intake specialists. Plaintiff requested a unique schedule allowing for remote work, which Defendants granted,

that the other Aggrieved Employees did not participate in or request. Therefore, Plaintiff's alleged PAGA violations are no longer ongoing such that the application of an automatic escalator is not appropriate.

7. For purposes of calculating the individual share of PAGA, the definition of "Pay Periods" excludes time spent in an exempt position. The violations at issue sound at least in part in misclassification. If an employee was misclassified as exempt—that is, he was in fact classified as exempt, but wrongly so—will he receive anything from this settlement?

Response: Yes.

8. The definition of "Released Claims" includes PAGA claims based on reporting time, rounding, and auto-deduction. Were reporting time, rounding, or auto-deduction alleged in Plaintiff's pre-filing letter to the LWDA? (See *Brown v. Ralphs Grocery Co.* (2018) 28 Cal.App.5th 824, 838 [letter must state "facts and theories supporting the alleged violations"].)

Response: No reporting time, rounding, or auto-deduction were not alleged in Plaintiff's pre-filing letter to the LWDA. Paragraph 26 of the Definitions Section of the Settlement Agreement has been Amended to exclude "reporting time, rounding, or auto-deduction" from the definition of "Released Claims." (See redlined Amended Joint Stipulation Re PAGA Settlement attached hereto as **Exhibit "A-1."**)

9. Is Plaintiff's individual release redundant of the release in his individual settlement agreement?

Response: No, Plaintiff's release in the Joint Stipulation Re PAGA Settlement was "in consideration for receiving the PAGA Service Award Payments." However, to address any concerns the court may have, Paragraph 42 and 43 have been removed from the Settlement Agreement. (See redlined Amended Joint Stipulation Re PAGA Settlement attached hereto as **Exhibit "A-1."**)

10. Counsel refers to reviewing the pay stubs of Aggrieved Employees. Did counsel review all relevant pay stubs, or only a sample? If a sample, how large a sample, and how did the parties

1 ensure it was properly representative? Were corresponding time records produced, or only pay
2 stubs?

3 **Response:** Plaintiff's Counsel reviewed paystubs for 29 of the 71 Aggrieved employees for the
4 time period of February 2019 to July 2020, which represented approximately 40% of the Aggrieved
5 Employees at the time of such information was obtained by defense counsel. Corresponding time records
6 were produced with the paystubs. The parties ensured the records reviewed were properly representative
7 by taking measures such as excluding from the sample any non-exempt employees that had previously
8 signed severance agreements. Additionally, to ensure the sample of paystubs was properly representative,
9 defense counsel produced records for employees that were selected at random by organizing the
10 Aggrieved Employees alphabetically and selecting every third employee from the list.

11
12 **11. What "data relating to the number of alleged violations" (Payton Decl., ¶ 8) did Defendants**
13 **turn over?**

14 **Response:** Defendants turned over paystubs and time records for twenty-nine employees.
15 Furthermore, Defendants provided numerical data in response to Plaintiff's counsel's request for the
16 following information for the time period of February 2019 to September 2020, as well as the time period
17 of April 2019 to September 2020: (i) Number of employees that held the same position as Plaintiff; (ii)
18 the average weekly hours worked, as well as average salary, for said employees; (iii) the total number of
19 Defendants' employees that were paid on salary basis, but not twice the minimum wages, along with
20 details about the average salary and schedules of these underpaid employees; (iv) Defendants' total
21 number of hourly employees; (v) Defendants' total number of hourly employees who held same position
22 as Plaintiff.

23 Additionally, Defendants provided the following data for the time period of February 2019 to
24 July 31, 2020, as well as April 2019 to August 31, 2020: (i) total number of pay periods for all non-
25 exempt employees; (ii) total number of pay periods for employees who held same job as Plaintiff; (iii)
26 total number of wage statements furnished to all California non-exempt employees; and (iv) total number
27 of wage statements furnished to all employees who held the same position as Plaintiff.

28 ///

1 **12. Did Defendants produce all relevant time and pay data for all nine intake specialists?**

2 **Response:** No, Defendants produced all relevant time and pay data for four of the nine intake
3 specialists. Due to the fact that Plaintiff's work schedule and habits were an outlier from the other intake
4 specialists, a sample of relevant time and pay data for 40% of Defendants' intake specialists is sufficient
5 to evaluate Plaintiff's PAGA claims.
6

7 **13. Counsel values Plaintiff's substantive Labor Code claims at over \$820,000. Independent of the**
8 **amount of damages recoverable, this suggests a high violation rate. What violation rate applied to**
9 **Plaintiff?**

10 **Response:** Plaintiff believes that the violation rate that applied to Plaintiff was 95-100% on
11 average per workday and 100% per pay period. Violations occurred for Plaintiff nearly every workday
12 throughout his employment since Plaintiff worked significant overtime and/or double-time and was
13 unable to take legally compliant meal and rest breaks nearly every workday.
14

15 **14. The expert's model assumes a 100% violation rate for the Aggrieved Employees, which**
16 **counsel explains at length was unrealistic for various reasons. What is the realistic violation rate**
17 **for the Aggrieved Employees generally, and for intake specialists specifically?**

18 **Response:** Counsel believe that the realistic violation rate for the Aggrieved Employees
19 generally is 10-15% and for intake specialists specifically is 20-25%.
20

21 **15. It appears counsel suggests that even among intake specialists, Plaintiff's treatment was**
22 **uniquely bad. What evidence supports this claim?**

23 **Response:** Plaintiff's tenure with Defendants started in August 2015. Consequently, he endured
24 violations nearly four times as long as most of the Aggrieved Employees. Furthermore, Plaintiff's
25 responsibilities extended beyond those of typical intake specialists, as he was expected to be on-call much
26 more often than the other nine Aggrieved Employees. By way of example, he answered incoming calls
27 from potential clients and placed outgoing calls to potential clients from the early morning hours
28 (typically beginning at around 7 a.m.) well into the late evening (typically up until 11 p.m. or midnight).

1 Much of this work was performed from home outside of the office and such long hours were atypical of
2 most intake specialists. Plaintiff also frequently met with potential clients in-person to collect
3 information and/or documents which further necessitated lengthy hours. Consequently, Plaintiff often
4 worked much longer hours, and as a result was subjected to Labor Code violations much more frequently,
5 making his damages significantly higher than most if not all Aggrieved Employees. Damages were
6 particularly high for Plaintiff because he worked substantial hours necessitating double time pay, whereas
7 other Aggrieved Employees and even other Intake Specialists did not regularly work hours necessitating
8 double time pay. Documentary evidence of the uniquely bad treatment Plaintiff suffered from
9 Defendants includes phone records and schedules, which together reflect the hours during which Plaintiff
10 had to take client calls and demonstrated that he regularly had to do extensive work outside office hours.

11
12 **16. As the Court understands counsel's valuation of the claims, an investigation revealed that**
13 **only the nine intake specialists potentially suffered the same Labor Code violations as Plaintiff, and**
14 **in reality, Plaintiff's treatment was sui generis. A PAGA settlement must be "fair to those affected."**
15 **(Williams v. Superior Court (2017) 3 Cal.5th 531, 549.) How is it "fair to those affected" to settle**
16 **71 employees' worth of PAGA penalties for approximately \$13,800 when at most nine employees**
17 **suffered the Labor Code violations at issue, and arguably, that treatment was limited to one**
18 **employee?**

19 **Response:** In total, seventy-one employees suffered Labor Code Violations. Nine of those
20 employees, in light of their positions as Intake Specialists, endured the violations to a greater extent.
21 Furthermore, these nine employees had similar duties as Plaintiff. On information and belief, out of the
22 seventy-one Aggrieved employees, the 62 employees who were not intake specialists, suffered fewer
23 violations and worked less overtime compared to the nine intake specialists (including Plaintiff). It is not
24 our position that 62 of the 71 Aggrieved employees suffered no violations at all; It is just that they suffered
25 markedly fewer. Therefore, it is fair to include all seventy-one Aggrieved employees in the PAGA
26 Settlement, since upon information and belief, all have suffered at least one labor code violation that
27 would trigger PAGA penalties, and thus would be entitled to some portion of the settlement. It is also
28 not our position that Plaintiff was the only one that suffered violations out of the nine intake specialists.

1 The violations that the intake specialists were subjected to were similar to those that Plaintiff was
2 subjected to. However, Plaintiff generally did suffer violations on an individual basis to a much greater
3 extent than the remaining 70 Aggrieved Employees including the other Intake Specialists. Moreover,
4 Plaintiff's individual claims include claims pursuant to the Unfair Competition Law (Business &
5 Professions Code section 17200 et seq.) which allow him to seek redress for at least 3.5 years within the
6 four-year the statute of limitations. Furthermore, Plaintiff's individual claims and damages also
7 encompassed unpaid commissions and bonuses that were a significant portion of Plaintiff's
8 compensation, while most of the seventy-one Aggrieved Employees were not entitled to such
9 commissions and bonuses during their employment within the PAGA period.

10 The PAGA statute provides that "whenever the Labor and Workforce Development Agency, or
11 any of its departments, divisions, commissions, boards, agencies, or employees, has discretion to assess
12 a civil penalty, ***a court is authorized to exercise the same discretion***, subject to the same limitations and
13 conditions, to assess a civil penalty" and that "a court may award a lesser amount than the maximum civil
14 penalty amount specified by this part" which is "one hundred dollars (\$100) for each aggrieved employee
15 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
16 pay period for each subsequent violation." (See Cal. Lab. Code § 2699 (e)) Thus, a court may in its
17 discretion issue no penalty at all or a penalty significantly lower than requested by Plaintiff's counsel in
18 a PAGA action at trial, making it unlikely that a court would award the maximum penalty of \$100.00 to
19 \$200.00 per pay period for every add every violation if this matter proceeded to trial. Additionally, there
20 is no guarantee that Plaintiff would have prevailed on behalf of all Aggrieved Employees in the event
21 that this matter proceeded to trial. Although the amount that the Aggrieve Employees will receive as part
22 of this settlement is less than they would receive in the event that the maximum civil penalty amounts
23 were proscribed at trial, the \$35,000.00 PAGA settlement is a fair and reasonable amount in light of the
24 inherent risks associated with trial that: (1) Plaintiff does not prevail on all claims, (2) Plaintiff does not
25 prevail on behalf of all Aggrieved Employees, (3) that the penalties awarded are significantly smaller
26 than the maximum penalty amounts, (4) that the penalties awarded are not "stacked," or (5) that no
27 penalties are awarded at all for certain violations or to certain groups of employees within the group of
28 Aggrieved Employees at large.

17. Separately from the PAGA claim, Plaintiff has settled his individual Labor Code claims for \$100,000 (against a claimed value of \$820,000 or more). Again, the proposed PAGA settlement allocates about \$13,800 to penalties. Candidly, when the agreements are read together, it appears the parties agreed to settle 71 employees' worth of PAGA penalties for a small figure in exchange for an outsized individual payment to Plaintiff. If Plaintiff's individual claims are worth \$820,000 and settled for \$100,000, is \$13,800 really an appropriate settlement value for 71 employees' worth of PAGA penalties over nearly two years (since April 2019)?

Response: As a preliminary matter, Plaintiff's counsel notes that the numbers set forth above in Question No. 17 as it has been worded, compares a gross individual settlement amount to the net PAGA settlement amount. While the net settlement amount of **\$13,800** reflected above accounts for attorneys' fees, case costs, and settlement administration expense, the **\$100,000** individual settlement amount reflected above does not account for any deduction for fees or costs. Accordingly, Plaintiff's counsel respectfully submits that a fairer comparison would be to compare either Plaintiff's gross individual settlement amount (\$100,000.00) to the gross PAGA settlement amount (\$35,000.00), or alternatively, Plaintiff's net individual settlement amount (approximately \$53,000) to the net PAGA settlement amount (approximately \$15,482.83 – increased per redlined Amended Joint Stipulation Re PAGA Settlement attached hereto as **Exhibit "A-1."**).

Based on the information that Plaintiff's counsel received, it had no basis to believe any employee suffered damages that totaled to an amount that even comes close to the \$823,038.63 estimated damages Plaintiff endured for the reasons further detailed above in Response to Question No. 15 and 16. Plaintiff was subjected to Labor Code violations to much greater degree and thus incurred much greater damages than other Aggrieved Employees, even including the Intake Specialists. After accounting for attorneys' fees and costs, Plaintiff will receive a net amount (of approximately \$53,000) that is equal to approximately only 6.4% of the total \$823,038.63¹ of the claimed damages. While a \$100,000 settlement may seem large on its face, in reality, it nets Plaintiff a very small portion of his individual damages.

It is also important to note that because the instant action encompassed only PAGA claims and

¹ This \$823,038.63 damage estimate was calculated as of September 2020 and does not account for interest accrued after that time or any attorneys' fees or costs incurred in this matter at all.

no class claims, all Aggrieved Employees still retain the right to seek redress on an individual basis to the extent they have not individually resolved any such claims with Defendants. The individual settlement that Plaintiff would be receiving is in exchange for waiving his right to pursue any and all claims on an individual basis (including but not limited to claims that were not even alleged in this Action) whereas the Aggrieved Employees are waiving no rights to pursue such claims that they may have on an individual basis by virtue of this PAGA settlement.

For the reasons stated above and as further detailed above in Response to Question No. 15 and 16, Plaintiff submits that the net PAGA Settlement Amount of \$15,482.83 is an appropriate settlement value for 71 employees' worth of PAGA penalties during the PAGA period.

18. Counsel claims a lodestar of approximately \$104,000 for 288 hours of work. It appears the lodestar includes work done on Plaintiff's individual claims. Counsel is taking a separate 45% contingency on the \$100,000 settlement in compensation for work on the individual claims. For purposes of a lodestar cross-check, please submit a lodestar figure (and supporting billing records) limited to work on the PAGA claim.

Response: There is significant cross-over between work done in regard to the individual claim and work done on the PAGA Claim. Each supports the other and in many instances such work was necessary for both claims. However, additional work and expense was undertaken in preparing and filing an Amended Complaint to add the PAGA claim, discovery and analysis of evidence and data relevant to the PAGA claim, preparation of the PAGA Settlement Agreement, and preparation of the Moving and Supplemental papers and appearance in court. Additionally, a significant amount of time was dedicated to the preparation for and participation in a full day of mediation in relation to the PAGA claim, including the analysis of documents and data related to the PAGA claim and working with Plaintiff's expert in advance. We have updated our itemized hours records to separate the time spent on only the PAGA claims from the "Cross-Over" work.

Attached hereto as "**Exhibit B-1**" is the Timesheet For "Cross-Over" Work on PAGA & Individual Claims Combined, showing that Plaintiff's counsel incurred a total lodestar of \$80,475.00 for 217.3 hours of "cross-over work" on the individual and PAGA claims combined. Plaintiff proposes

designating 50% of the time (and the lodestar amount) to the individual claim and 50% to the PAGA claim, which would thus be a lodestar of \$40,237.50 for 108.65 hours of work spent on the PAGA Claim.

Attached hereto as “**Exhibit B-2**” is the Timesheet for Work on PAGA Claims Only, showing Plaintiff’s counsel has incurred and anticipates incurring a total lodestar of at least approximately \$35,703.50 for 97.5 hours of work that would not have been necessary without the PAGA claim. As demonstrated in the time records attached in Exhibit B-2, the time associated with finalizing the PAGA Settlement alone, which includes but is not limited to time spent on the PAGA settlement agreement, communications with opposing counsel regarding the PAGA settlement and settlement approval, the PAGA approval ex parte and motion filed with the court and attending hearings, preparing this Supplemental Brief and appearing at the hearing hereon totals to a lodestar that on its own is more than three times the \$11,666.66 in attorneys’ fees that Plaintiff’s Counsel is seeking in the PAGA action. This amount does not even take the “Cross-Over” work into account at all.

19. It appears all costs incurred in this matter are to be paid from the PAGA settlement rather than Plaintiff’s individual settlement. Why should the State and the Aggrieved Employees be forced to bear these costs when nearly 75% of the overall settlement amount of \$135,000 will be paid to Plaintiff individually?

Response: As with the attorneys’ fees, there is significant cross-over between the costs incurred in regard to the individual claim and the PAGA Claim any many of the costs associated with the PAGA claim would have been necessarily incurred even without an individual claim being included. To address any concerns that the Court may have about the allocation of costs, Plaintiff proposes that the following costs which total to \$3,489.62 be paid from the PAGA Settlement:

1. Cost of Serving PAGA Letter (\$16.40)
2. Cost of Filing Fee (and submission thereof) to LWDA (\$76.60)
3. Costs for filing the Amended Complaint to add the PAGA claim (\$16.60)
4. The Court’s Complex Litigation Fee (\$1,000.00)
5. Expert Fee for Villalpando PAGA Damages Analysis (\$1,680.00)
6. Cost of Serving Notice of Complex Fees Due (\$0.85)

7. Cost of Filing Ex Parte Motion for Approval of PAGA Settlement (\$108.59)
8. Courtcall for Ex Parte Motion for Approval of PAGA settlement for Chantal Payton (\$94.00)
9. Cost to Reserve and File Motion for Approval of PAGA Settlement (\$108.58)
10. Courtcall Fee for Appearance for Chantal Payton at hearing on Motion for Approval of PAGA settlement (\$94.00)
11. Courtcall Fee for Appearance for Chantal Payton at continued hearing on Motion for Approval of PAGA settlement (\$94.00) and
12. Future estimated costs associated with PAGA Settlement for court appearances for future hearings and filing fees (\$200.00).

and that the balance of the costs (\$3,721.78) which includes Costs for filing the Complaint in this Action (\$455.18), Costs for filing the Summons (\$16.60), Costs for Serving the Summons & Complaint, and Mediation Costs (\$3,250.00), be split 50% to the PAGA settlement and 50% to the individual settlement. Thus, a total of \$1,860.89 of the remaining balance of the costs is charged to the PAGA Settlement. An updated itemized costs sheet for both the PAGA and individual matter is attached hereto as **“Exhibit C.”** In line with this proposal, Paragraph 35 (b)(ii) of the Settlement Agreement has been Amended accordingly to reflect that reimbursable costs under PAGA not exceed \$5,350.51 rather than the prior \$6,980.00 amount. (See redlined Amended Joint Stipulation Re PAGA Settlement attached hereto as **Exhibit “A-1.”**)

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20. The settlement agreement does not include a proposed notice to Aggrieved Employees, even though one is supposed to be attached. Please submit a proposed notice. Does notice need to be given in any languages other than English?

Response: The proposed notice has now been attached to the redlined Amended Joint Stipulation Re PAGA Settlement attached hereto as **Exhibit “A-1.”** Plaintiff’s Counsel apologizes that this was inadvertently omitted in the prior filing. The Parties do not believe that the notice needs to be provided in any languages other than English because according to Defendants’ records all Aggrieved Employees can speak and read fluent English.

Date: March 30, 2021

Respectfully submitted,

PAYTON EMPLOYMENT LAW, PC

By: 
Chantal Payton, Esq.
Robert Torres, Esq.
Attorneys for Plaintiff
Joel Villalpando, individually and
on behalf of all other aggrieved employees

EXHIBIT A-1

JOINT STIPULATION RE PAGA SETTLEMENT

This Settlement Agreement is made and entered into by and between Representative Plaintiff Joel Villalpando (“Plaintiff”) and Defendants Red Sparrow Services, Inc., Avrek Law Firm, APLC, and Maryam Parman (collectively “Defendants”) (and together, the “Parties”). The Parties hereby agree that this action shall be settled on the terms and conditions set forth in this Joint Stipulation re PAGA Settlement (“Settlement Agreement”), subject to the approval of the Court pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”).

INTRODUCTION

1. On February 13, 2020, pursuant to PAGA, Plaintiff provided notice, via online submission, to the State of California’s Labor and Workforce Development Agency (“LWDA”) and via certified mail to Defendants regarding various alleged California Labor Code violations.

2. On May 26, 2020, Plaintiff filed this representative action alleging Defendants violated California Labor Code sections (a) 1194, 1194.2, 1197, 1197.1, 204, 510, and Wage Order 4-2001 (failure to pay wages and overtime wages); (b) 226(a) and Wage Order 4-2001 (non-compliant wage statements); (c) 202-203 (wages not timely paid on termination); and (d) 226.7, 512, and Wage Order 4 (failure to provide meal and rest breaks) (the “Action”).

3. Defendants answered the Action denying all allegations asserted in the Action, including that it had not violated any provision of the Labor Code, and further asserting various affirmative defenses to the claims.

4. The Parties actively participated in an extended information gathering process over the next several months, involving detailed negotiations regarding the nature, scope and amount of information and records concerning work performed by Defendants’ affected nonexempt and allegedly misclassified exempt employees, to prepare for mediation of this action. Ultimately, Defendants produced several thousands of pages of data including its employee time and wage records for a sample of the aggrieved employees Plaintiff seeks to represent. Counsel for both Parties have conducted the necessary investigation and performed thorough analyses of the law

and facts relating to the claims asserted in the Action.

5. On September 22, 2020, the Parties participated in an all-day mediation with Steve Rottman, a well-respected employment law class and representative action mediator. Prior to mediation, the parties agreed on an informal production of documents that resulted in Defendants producing hundreds of pages of data including time and wage records, and project billing records, for a sample of the aggrieved employees Plaintiff seeks to represent. Counsel for both Parties have conducted the necessary investigation and analyses of the law and facts relating to the claims asserted in the Action. Based on Plaintiff's investigation, and analysis of information obtained, and after taking into account the defenses that Defendants raised in connection with both liability on the merits and the amount of any civil penalty that might be imposed by the Court pursuant to Labor Code section 2699(e)(2), the expense and time necessary to pursue the Action through trial, the risks and costs of further prosecution of the Action, the uncertainties of complex litigation and developing law, and the benefits that will accrue to the State of California's LWDA and the Aggrieved Employees, Plaintiff and his counsel believe that a settlement with Defendants on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the State of California (LWDA), the Aggrieved Employees, and Plaintiff.

6. By entering into this Settlement Agreement, Defendants are not admitting to any liability whatsoever, including that the imposition of any PAGA civil penalties in connection with the Action is proper or warranted, and Defendants maintain all of their defenses. The Parties have entered into this Settlement Agreement solely to avoid the expense, risk, and burden of continued litigation. The Parties agree that an express condition of this settlement is that there has been no finding of liability on the merits, and that this Settlement Agreement and ensuing judgment therefore cannot be a basis for a derivative finding that Defendants violated any provision of the Labor Code.

7. Defendants deny liability and Plaintiff acknowledges that neither this Settlement Agreement, nor promises made pursuant to the Settlement Agreement, shall be taken or construed to be an admission or concession of any kind with respect to liability or alleged wrongdoing by

Defendants.

8. The settlement set forth in this Settlement Agreement requires Defendants to pay up to the gross maximum amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (“Maximum Settlement Amount”) to settle the claims for PAGA penalties based on the alleged violations of the Labor Code as asserted or could have been asserted in the Action based on the operative facts alleged in Plaintiff’s Complaint and/or PAGA exhaustion letter to the LWDA, on behalf of Defendants’ current and former non-exempt employees and allegedly misclassified exempt employees who worked in California for any one of the three Defendants at any time during the PAGA Period (“Aggrieved Employees”). The Maximum Settlement Amount shall be used to cover all payments to the LWDA, Aggrieved Employees, settlement administration costs, attorneys’ fees, interest and costs, and payment to Plaintiff as a service award.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

9. “Action” means the lawsuit entitled *Villalpando v. Red Sparrow Services, Inc. et al.*, filed on May 26, 2020, Case No. 30-2020-01140620-CU-OE-CJC, in the Superior Court of the State of California, County of Orange.

10. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order through a third party administrator (“TPA”), securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any experts. The Parties have agreed to, and Defendants will not oppose, an application to the Court for Attorneys’ Fees in an amount not to exceed Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$11,666.66).

11. “Plaintiff’s Counsel” means Payton Employment Law, PC, on behalf of Plaintiff

Joel Villalpando and the State of California.

12. “Aggrieved Employee” means all current and former non-exempt employees and all current and former exempt employees who are allegedly misclassified who worked directly for any one of the three Defendants in California during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification). For purposes of this Settlement Agreement all current and former exempt employees who are allegedly misclassified will be limited to only those on Defendant Red Sparrow Services, Inc.’s or Avrek Law Firm, APLC’s client intake teams during the PAGA Period.

13. “Employee List” means a complete list of all Aggrieved Employees that Defendants will provide to the Settlement Administrator in an electronic database within thirty (30) calendar days after Court approves this Settlement. The Employee List shall contain each Aggrieved Employee’s full name, Social Security Number, last known home address, and the number of pay periods each Aggrieved Employee worked at least one shift as a non-exempt or allegedly misclassified exempt employee for Defendants in California during the PAGA Period.

14. “PAGA Period” shall be from April 7, 2019, through the date this settlement is approved by the Court.

15. “Service Award Payment” or “PAGA Service Award Payment” means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Aggrieved Employees and the State of California, and in exchange for his general release of all claims. The Service Award Payment is separate and apart from any money Plaintiff is entitled to as an Aggrieved Employee. Defendants will not oppose Plaintiff’s application to the Court for a Service Award Payment not to exceed One Thousand Dollars and Zero Cents (\$1,000.00) for Plaintiff.

16. “Maximum Settlement Amount” means the gross maximum settlement amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), to be paid by Defendants in full satisfaction of all Released Claims arising from the Action, which include all Individual Settlement

Payments to Aggrieved Employees, Attorneys' Fees and Costs to Plaintiff's Counsel, the Service Award Payment to Plaintiff, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs to the Settlement Administrator. In no event will Defendants be liable for more than the Maximum Settlement Amount except as otherwise explicitly set forth herein.

17. "Complaint" means the complaint filed in the Action for civil penalties for violations of California Labor Code, pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

18. "Court" means the Superior Court of the State of California for the County of Orange, or any other court taking jurisdiction of the Action.

19. "Defendants" means Defendant Red Sparrow Services, Inc., Defendant Avrek Law Firm, APLC, and Defendant Maryam Parman.

20. "Effective Date" shall be the later of the following dates: (i) the date the Court signs the Order for Approval of Settlement under Labor Code section 2699 and Judgment by Court, if no objection to the settlement has been made; or (ii) the resolution of any appeal related to the settlement, including the time to exhaust all appeals ("Order and Judgment").

21. "Individual Settlement Payment" means each Aggrieved Employee's share of the Net PAGA Settlement Amount, to be distributed to the Aggrieved Employees.

22. "Labor and Workforce Development Agency Payment" or "LWDA Payment" means the amount to be paid to the California Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). Seventy-five percent (75%) of the net proceeds shall be payable to the LWDA.

23. "Net PAGA Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the approved Service Award Payment, Settlement Administration Costs, and Plaintiff's Attorneys' Fees and Costs. Of the Net PAGA Settlement Amount, seventy-five percent (75%) shall be distributed to the LWDA and twenty-five percent

(25%) shall be distributed to the Aggrieved Employees (“PAGA Penalties”).

24. “Notice” means the Notice of PAGA Settlement (in English and Spanish), substantially in the form attached as Exhibit A.

25. “Parties” means Plaintiff and Defendants together.

26. “Released Claims” means any and all claims for civil penalties that were or could have been asserted in the Action based on the operative facts alleged in Plaintiff’s PAGA Complaint and/or PAGA exhaustion letter to the LWDA, including but not limited to allegations for alleged unpaid wages under various potential theories, including but not limited to ~~reporting time pay, rounding, off-the-clock work, and auto deduction~~; minimum wages, overtime, and double-time; alleged meal and rest periods violations; failure to reimburse business expenses; alleged non-compliant wage statements; alleged failure to produce personnel files; alleged failure to provide written notice; alleged waiting time penalties; and all derivative civil and PAGA penalties, specifically PAGA civil penalties for violations for: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide complete, accurate wage statements; and (iii) failure to pay wages timely at time of termination or resignation.

27. “Released Parties” means Defendants and any of their former and current officers, directors, temporary placement agencies, owners, shareholders, current employees, and former employees.

28. “Settlement Administrator” means Phoenix, the third-party settlement administrator chosen by the Parties and approved by the Court for the purposes of administering this Settlement.

29. “Settlement Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Aggrieved Employee, tax reporting, distributing the PAGA Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein in order to process this Settlement, and as reasonably requested by the Parties or the Court. All of

the costs, fees and expenses incurred by the Settlement Administrator in performing these functions shall be paid and deductible from the Maximum Settlement Amount. The Settlement Administration Costs are estimated not to exceed \$1,500.00.

30. “Pay Periods” means the number of pay periods of employment for each Aggrieved Employee during the PAGA Period in which the Aggrieved Employee received a paycheck. The Pay Periods shall not include any pay periods of employment during which an Aggrieved Employee worked outside the state of California, performed no work for Defendants, or performed work in a position that was not non-exempt. All Aggrieved Employees shall be credited with at least one Pay Period.

TERMS OF SETTLEMENT

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

a. It is agreed by and between Plaintiff and Defendants that the Action and any claims and causes of action which were or are the subject of the Action be settled and compromised as between Plaintiff, on behalf of himself, the State of California (the LWDA), and each and every Aggrieved Employee, Defendants, and the Released Parties (as defined in Paragraph 31 above), subject to the terms and conditions set forth in this Settlement Agreement and the approval of the Court.

b. Consideration: In consideration for this Settlement Agreement, Defendants agree to pay up to the gross Maximum Settlement Amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to cover all payments to the LWDA, Aggrieved Employees, Plaintiff as a service award, Settlement Administration costs, and Attorneys’ Fees and Costs. This Settlement is non-reversionary. Defendants maintain no reversionary right to any portion of the Settlement Amount. The Maximum Settlement Amount shall be distributed as follows:

i. Counsel for Plaintiff and the State of California (Payton Employment Law, PC and Dogra Law Group, PC) shall be paid and receive an amount not to exceed Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$11,666.66) as

reasonable attorneys' fees under PAGA;

ii. Counsel for Plaintiff and the State of California shall be paid and receive as reasonable reimbursable costs under PAGA an amount not to exceed ~~Six~~Five Thousand ~~Nine~~Three Hundred ~~Eighty and Fifty~~ Dollars and ~~Zero Cents (\$6,980.00)~~Fifty-One cents \$5,350.51 to be distributed to Payton Employment Law, PC and Dogra Law Group, PC.

iii. The actual costs of administration, up to a maximum payment of \$1,500.00, shall be paid to the Settlement Administrator;

iv. Plaintiff Joel Villalpando shall receive not more than One Thousand Dollars and Zero Cents (\$1,000.00) as a PAGA service award (any amount not awarded to Plaintiff shall be included in the net proceeds, i.e., Net PAGA Settlement Amount); and

v. The remainder of the Maximum Settlement Amount, once the amounts above have been deducted (the "Net PAGA Settlement Amount"), approximately ~~Thirteen~~Fifteen Thousand ~~Eight~~Four Hundred and ~~Fifty-Three~~Eighty Two Dollars and ~~Thirty-Four~~Eighty-Three Cents (~~\$13,853.34~~15,482.83) will be distributed as required by Labor Code section 2699(i), and in accordance with the terms of this Settlement Agreement, subject to the Court's approval, as follows:

1. Seventy-five percent (75%), approximately ~~Ten~~Eleven Thousand ~~Three~~Six Hundred ~~Ninety and Twelve~~ Dollars and ~~One~~Twelve Cents (~~\$10,390.01~~11,612.12), shall be paid to and received by the LWDA, to settle the claims for PAGA penalties based on the alleged violations of the Labor Code as asserted in the Action; and

2. Twenty-five percent (25%), approximately Three Thousand ~~Four~~Eight Hundred ~~Sixty-Three~~Seventy Dollars and ~~Thirty-Four~~Seventy-One Cents (~~\$3,463.34~~870.71), shall be paid to and received by the Aggrieved Employees on a *pro rata* basis according to each Aggrieved Employee's individual number of Pay Periods; and

a. Notice to Aggrieved Employees. Aggrieved Employees will receive the Notice attached as Exhibit A along with their settlement checks. Settlement checks mailed out to Aggrieved Employees shall be valid

for One Hundred and Eighty (180) days from the date of issuance. Ninety days after the checks are mailed, the Settlement Administrator will mail reminder postcards to Aggrieved Employees whose checks remain uncashed. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than One Hundred and Eighty (180) days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their settlement checks until such time they claim their property. The Settling Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire PAGA Representative Payment will be paid out to Settlement Class Members, whether or not they all cash their settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts.

- b. Tax Treatment of the Aggrieved Employee Payments: The entirety of PAGA Penalties paid to individual Aggrieved Employees shall be considered a penalty/miscellaneous income and shall not be subject to withholdings. The Settlement Administrator shall be responsible for timely issuing an appropriate IRS Form 1099 to each Aggrieved Employee.
- c. Costs of Settlement Administrator: The Settlement Administrator is expected to perform all necessary administration duties for no more than One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). These administration duties shall include, without

limitation, the calculation, processing, and mailing of all settlement checks, tax forms, and notices to all Aggrieved Employees, the LWDA, Plaintiff's counsel and any tax authorities, performing address updates and verifications as necessary prior to the mailing, and performing an address follow up on any returned mail. The Settlement Administrator will also be responsible for establishing a qualified settlement fund ("QSF"). All administration costs approved by the Court shall be paid out of the Maximum Settlement Amount. If the actual costs of administration are less than One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00), the difference shall be reallocated by the Settlement Administrator to the Net PAGA Settlement Amount.

- d. Funding the Settlement and Timing of Payment. Defendants shall make a one-time deposit of the Maximum Settlement Amount of Thirty-Five Thousand Dollars (\$35,000) into a Qualified Settlement Account (to be established by the Settlement Administrator) within thirty (30) calendar days after the Court's signature of the Order and Judgment. Within seven (7) calendar days of the deposit, the Settlement Administrator will issue payments to: (a) Aggrieved Employees, along with the Notice; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's counsel; and (e) itself. Plaintiff's counsel will provide Defendants' counsel with fully executed W-9 forms within five (5) calendar days of the Effective Date.
- e. Within ten (10) calendar days after either (1) the Settlement is approved or (2) entry of order denying the Settlement if the Court does not approve the Settlement, Plaintiff's Counsel will provide a copy of the superior court's judgment or order to the LWDA

pursuant to Labor Code section 2698(l)(3). In addition, concurrent with the filing for approval of the Settlement Agreement, Plaintiff's Counsel shall also take all necessary steps to inform the LWDA of the Settlement Agreement.

36. Non-Approval of the Settlement Agreement: If the Court should, for any reason, not approve the settlement as set forth in this Settlement Agreement, then this Settlement Agreement shall be considered null and void, and neither this Settlement Agreement, nor any of the related negotiations or proceedings shall be of any force or effect, shall be inadmissible for any purpose in any proceeding, and all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement and/or the prior Memorandum of Understanding had been neither entered into nor filed with the Court. The exception to the preceding is that the terms and conditions embodied within the Parties' prior Memorandum of Understanding shall remain conditionally binding to require the Parties, in the event the Court initially declines to approve the settlement based on the terms set forth in this Settlement Agreement, to work together in the spirit of compromise to address and correct any issues or concerns addressed by the Court in not initially approving the Settlement Agreement, and shall work to incorporate the changes requested by the Court including any changes consistent with the prior Memorandum of Understanding, into a revised Settlement Agreement to submit to the Court for approval. Provided, however, that notwithstanding the Parties' prior execution of the Memorandum of Understanding, neither the Memorandum of Understanding nor any of its terms therein shall become enforceable until and unless such terms are approved by the Court. Conversely, the Court's disapproval of the Settlement Agreement based upon a disapproval of a material term of Memorandum of Understanding that cannot be addressed or corrected by the Parties shall operate to render the parties' Memorandum of Understanding null and void.

37. Invalidation: Invalidation of any material portion of this Settlement Agreement shall invalidate this Settlement Agreement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Settlement Agreement are to remain in full force and

effect.

38. Taxes: Plaintiff, Defendants, and their respective counsel make no representations as to the tax consequences or characterization of the nature of any payment made pursuant to this Settlement Agreement.

39. Attorneys' Fees and Costs: Except as provided in Paragraphs 35.b.i. and b.ii, above, Plaintiff, on the one hand, and Defendants, on the other, each agree to bear their own costs and attorneys' fees (including any costs including filing and appearance fees the Court may require any of the parties to pay in connection with entry of this order and judgment even if in excess of the Maximum Amount) and waive any statute, rule of court, provision or legal proposition which might otherwise be relied upon to obtain costs, fees or expenses in connection with Plaintiff's allegations and causes of action released herein. Each Party agrees that it is not a prevailing party within the meaning of the Labor Code, Wage Orders, or any other statute applicable to Plaintiff's legal claims. Plaintiff's counsel acknowledges that if this settlement is approved, they will have no claim for or legal right to attorneys' fees or costs except as provided for herein.

40. Liens: Plaintiff acknowledges that he is solely responsible for the resolution, waiver, satisfaction, and/or discharge of any equitable or contractual claims, subrogation claims or liens, known or unknown, past or future, asserted against the settlement proceeds of this settlement by any person or entity that provided benefits or payments of any kind to Plaintiff. Plaintiff agrees to indemnify Defendants and the Released Parties from and against any and all claims, judgments, or suits for any such claims, subrogation claims or liens.

41. Release of Claims by the State and Aggrieved Employees: Upon the approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the State of California and each and every Aggrieved Employee (which includes any legal heirs and/or successors-in-interest of each and every Aggrieved Employee), fully releases and discharges the Released Parties from the Released Claims (as defined in paragraph 26) during the PAGA period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations

of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of this Settlement Agreement during the PAGA period. This release shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

~~42. Complete And General Release of Claims by Plaintiff: In consideration for receiving the PAGA Service Award Payments described above, Plaintiff hereby binds himself, and all of his respective heirs, beneficiaries, trustees, administrators, executors, assigns, agents and legal representatives, and hereby releases, waives and forever discharges Defendants and the Released Parties from, and hereby acknowledges full accord and satisfaction of, any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise), whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction, agreement or occurrence, that he has ever had, now has or hereafter may have against Defendants and the Released Parties up to and including the date the Court approves this Settlement ("Plaintiff's Released Claims"). Notwithstanding any other provision of this Settlement Agreement, this general release does not release any claims that cannot lawfully be released. This general release is not intended to limit Plaintiff from filing a charge with, or participating in an investigation conducted by, the Equal Employment Opportunity Commission; provided, however, that Plaintiff expressly waives and relinquishes any rights he might have to recover damages, monetary or other relief, whether equitable or legal, in any such proceeding concerning events or actions that arose on or before the date that he signs this Settlement Agreement.~~

~~43. Waiver of Unknown Claims by Plaintiff: With respect to Plaintiff's Complete and General Release, Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:~~

~~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 expressly waives the protection of Section 1542. Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the claims Plaintiff now has against Defendants and the Released Parties whether known or unknown, suspected or unsuspected, except as to claims that cannot lawfully be released.~~

44.42. Standing and No Transfer of Claims: Plaintiff expressly represents and warrants that he has standing to dismiss any and all claims he has or may have against Defendants and the Released Parties, and that he is not a “debtor” within the meaning of the federal bankruptcy statutes. Plaintiff further represents and warrants that he has not assigned, transferred or conveyed to any person or entity any claim, demand, liability, obligation or cause of action released by this Settlement Agreement. Plaintiff agrees to indemnify, defend and hold harmless Defendants and the Released Parties from any claims which may be asserted against them based on, or arising out of, any such assignment, transfer, or conveyance.

45.43. Within thirty (15) calendar days after the Court's signature of the Order and Judgment, Defendants will compile and provide to the Settlement Administrator information containing the Employee List including each Aggrieved Employee's: (1) full name; (2) last known home address; (3) number of Pay Periods as an Aggrieved Employee during the PAGA Period; and (4) Social Security Number. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service National Change of Address database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. Within seven (7) calendar days after receipt of the list of Aggrieved Employees (and of the deposit), the Settlement Administrator will mail a settlement Notice (in the

form attached as Exhibit A) and check to each Aggrieved Employee by first class mail. The Settlement Administrator will perform an address follow-up on returned mail and will re-mail the Notice and check to an updated address (if any) within ten (10) calendar days of receipt of the returned mail. The Parties intend that reasonable, but not extraordinary, means are to be used to locate Aggrieved Employees. If no other address is found, no further action is required except as provided in Paragraph 35.c. If a current address for an Aggrieved Employee cannot be found by the Settlement Administrator, said Aggrieved Employee will nevertheless be bound by the terms of the Release in this Settlement Agreement, whether or not he or she receives actual notice from the Settlement Administrator.

46.44. The Settlement Administrator shall also be responsible for taking care of all required tax reporting and issuing IRS Form 1099s with the settlement payments. Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendants' counsel with a report listing the amount of all payments made to each Aggrieved Employee. Upon completion of its calculation of payments, the Settlement Administrator shall provide Plaintiff's counsel with a report listing only each Aggrieved Employee's (i) employee ID or last four digits of the Aggrieved Employee's Social Security Number and (ii) individual settlement payment. Plaintiff's counsel shall not receive any identifying information, including but not limited to names, addresses, and Social Security Numbers, for any of the Aggrieved Employees, except for Plaintiff.

ADDITIONAL PROVISIONS

47.45. Confidentiality: The Parties and their respective counsel agree to keep the terms and amounts of the Settlement confidential, except as necessary for Court filings and for purposes of the approval process. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement, including on websites or other marketing materials.

48.46. Non-Disparagement: Plaintiff and his agents (including his counsel, who will agree by the same) agrees not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic,

including but not limited to Glassdoor, Yelp, or otherwise), regarding Defendants, their employees, other past and current employees or Defendants' subsidiaries, divisions, affiliates, or services. Plaintiff further agrees not to encourage, authorize or permit any such statements, allegations, comments or communications to be made by others on his behalf. To the extent Plaintiff has posted any negative comments about Defendants on Glassdoor, Yelp, or other websites, Plaintiff agrees to request that these comments be removed and to provide a copy of such request within 30 days of the execution of this Agreement.

49.47. Construction: The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, and 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 his, her, or its counsel participated in the drafting of this Settlement Agreement.

50.48. Choice of Law: This Settlement Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

51.49. Captions and Interpretations: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

52.50. Modification: This Settlement Agreement may not be changed, altered, or modified, except in a writing signed by counsel for all Parties. Any material changes, alternations, or modifications to the provisions of this Settlement Agreement must be approved by the Court.

53.51. Integration Clause: This Settlement Agreement contains the entire agreement among the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or that Party's legal counsel, are merged herein. In entering into this Settlement Agreement, none of the Parties have relied on any representation or promise not expressly set forth in this Settlement Agreement.

54.52. Counterparts: This Settlement Agreement may be executed in counterparts with the same force and effect as if all signatures were obtained in one document. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

55.53. Enforcement of Settlement Agreement: Pursuant to Labor Code section 2699, this Settlement Agreement must be approved by the Court and will be enforceable by the Court pursuant to Code of Civil Procedure section 664.6. Even after the entry of judgment, the Parties jointly request and reserve the Court's continuing jurisdiction under section 664.6.

56.54. Effect of Signatures & Electronic Signatures: By their signatures, the Parties acknowledge and warrant that their respective counsel will abide by and adhere to the specific obligations and actions required of them in this Settlement Agreement. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature. The Parties agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement. Electronic signatures shall be deemed originals.

ACCEPTED AND AGREED:

Plaintiff Joel Villalpando:

Signature: _____

Date: _____

Defendant Red Sparrow Services, Inc.

Signature: _____

Name: _____

Its: _____

Date: _____

Defendant Maryam Parman

Signature: _____

Defendant Avrek Law Firm, APLC

Signature: _____

Date: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Putative Class:

Attorneys for Defendants:

PAYTON EMPLOYMENT LAW, PC

O'HAGAN MEYER LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Joel Villalpando v. Red Sparrow Services, Inc., Avrek Law Firm, APLC and Maryam Parman

O.C.S.C. 30-2020-01140620-CU-OE-CJC

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Joel Villalpando on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code relating to wages including overtime Plaintiff claims he was owed and the wage statements that he received. Specifically, Plaintiff alleged that Red Sparrow Services, Inc. and Avrek Law Firm, APLC (collectively “Defendants”) failed to pay employees for all time worked including overtime, meal periods, and rest breaks; failed to accurately record and pay for all time worked in employee wage statements; and failed to timely pay employees all wages owed upon his or his leaving Defendants’ employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendants maintain that they were in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in one or more of the following groups of “Aggrieved Employees” who worked at any time directly for Red Sparrow Services, Inc. from April 7, 2019 through the date of approval of this settlement (“PAGA Period”), and which are further defined as follows:

- a) Red Sparrow Services, Inc. Aggrieved Employees - employees who were part of the intake team during the PAGA Period.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked ____ pay periods during the PAGA Period as a ____
[and also ____ pay periods as a ____]. The total amount of
pay periods worked by all Red Sparrow Services, Inc. Aggrieved Employees during the
PAGA period is ____ .

Your individual PAGA payment is estimated to be _____.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional)
based on the number of pay periods worked in the PAGA Period divided by the total
number of pay periods worked by all Aggrieved Employees during the PAGA period.

III. RELEASE

“Released Parties” means Defendants (as defined herein), and its former, present and
future owners, parents, and subsidiaries, including but not limited to all of their
current, former, and future officers, directors, members, managers, employees,
consultants, partners, shareholders, joint venturers, agents, successors, assigns,
accountants, insurers, or legal representatives.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By
operation of the Settlement’s terms, all Aggrieved Employees will release the Released
Parties from any and all claims under the PAGA which arose during the PAGA Period
and (i) were asserted in the LWDA Letter and Plaintiff’s Complaint; and/or (ii)
reasonably could have been asserted in the Action based upon the facts alleged in the
LWDA Letter and Plaintiff’s Complaint (“PAGA Released Claims”) including but not
limited to allegations for alleged unpaid wages under various potential theories,
including but not limited to reporting time pay, rounding, off-the-clock work, and auto-
deduction; minimum wages and overtime; alleged meal and rest periods violations;
failure to reimburse business expenses; alleged non-compliant wage statements; alleged
failure to produce personnel files; alleged failure to provide written notice; alleged
waiting time penalties; and all derivative civil and PAGA penalties, specifically PAGA
civil penalties for violations for: (i) failure to pay all regular wages, minimum wages and
overtime wages due; (ii) failure to provide complete, accurate wage statements; and (iii)
failure to pay wages timely at time of termination or resignation. This release does not
include any individual claims which any Aggrieved Employees may have based on any
alleged violations of the California Labor Code or of a California Wage Order, and also
expressly excludes and does not affect any employee’s individual claims for vested
benefits, wrongful termination, unemployment insurance, disability, Social Security,
workers compensation, claims while classified as exempt, and claims outside of the
PAGA period.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE

You may call the Settlement Administrator, _____, toll free at _____ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT A-2

JOINT STIPULATION RE PAGA SETTLEMENT

This Settlement Agreement is made and entered into by and between Representative Plaintiff Joel Villalpando (“Plaintiff”) and Defendants Red Sparrow Services, Inc., Avrek Law Firm, APLC, and Maryam Parman (collectively “Defendants”) (and together, the “Parties”). The Parties hereby agree that this action shall be settled on the terms and conditions set forth in this Joint Stipulation re PAGA Settlement (“Settlement Agreement”), subject to the approval of the Court pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”).

INTRODUCTION

1. On February 13, 2020, pursuant to PAGA, Plaintiff provided notice, via online submission, to the State of California’s Labor and Workforce Development Agency (“LWDA”) and via certified mail to Defendants regarding various alleged California Labor Code violations.

2. On May 26, 2020, Plaintiff filed this representative action alleging Defendants violated California Labor Code sections (a) 1194, 1194.2, 1197, 1197.1, 204, 510, and Wage Order 4-2001 (failure to pay wages and overtime wages); (b) 226(a) and Wage Order 4-2001 (non-compliant wage statements); (c) 202-203 (wages not timely paid on termination); and (d) 226.7, 512, and Wage Order 4 (failure to provide meal and rest breaks) (the “Action”).

3. Defendants answered the Action denying all allegations asserted in the Action, including that it had not violated any provision of the Labor Code, and further asserting various affirmative defenses to the claims.

4. The Parties actively participated in an extended information gathering process over the next several months, involving detailed negotiations regarding the nature, scope and amount of information and records concerning work performed by Defendants’ affected nonexempt and allegedly misclassified exempt employees, to prepare for mediation of this action. Ultimately, Defendants produced several thousands of pages of data including its employee time and wage records for a sample of the aggrieved employees Plaintiff seeks to represent. Counsel for both Parties have conducted the necessary investigation and performed thorough analyses of the law

and facts relating to the claims asserted in the Action.

5. On September 22, 2020, the Parties participated in an all-day mediation with Steve Rottman, a well-respected employment law class and representative action mediator. Prior to mediation, the parties agreed on an informal production of documents that resulted in Defendants producing hundreds of pages of data including time and wage records, and project billing records, for a sample of the aggrieved employees Plaintiff seeks to represent. Counsel for both Parties have conducted the necessary investigation and analyses of the law and facts relating to the claims asserted in the Action. Based on Plaintiff's investigation, and analysis of information obtained, and after taking into account the defenses that Defendants raised in connection with both liability on the merits and the amount of any civil penalty that might be imposed by the Court pursuant to Labor Code section 2699(e)(2), the expense and time necessary to pursue the Action through trial, the risks and costs of further prosecution of the Action, the uncertainties of complex litigation and developing law, and the benefits that will accrue to the State of California's LWDA and the Aggrieved Employees, Plaintiff and his counsel believe that a settlement with Defendants on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the State of California (LWDA), the Aggrieved Employees, and Plaintiff.

6. By entering into this Settlement Agreement, Defendants are not admitting to any liability whatsoever, including that the imposition of any PAGA civil penalties in connection with the Action is proper or warranted, and Defendants maintain all of their defenses. The Parties have entered into this Settlement Agreement solely to avoid the expense, risk, and burden of continued litigation. The Parties agree that an express condition of this settlement is that there has been no finding of liability on the merits, and that this Settlement Agreement and ensuing judgment therefore cannot be a basis for a derivative finding that Defendants violated any provision of the Labor Code.

7. Defendants deny liability and Plaintiff acknowledges that neither this Settlement Agreement, nor promises made pursuant to the Settlement Agreement, shall be taken or construed to be an admission or concession of any kind with respect to liability or alleged wrongdoing by

Defendants.

8. The settlement set forth in this Settlement Agreement requires Defendants to pay up to the gross maximum amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (“Maximum Settlement Amount”) to settle the claims for PAGA penalties based on the alleged violations of the Labor Code as asserted or could have been asserted in the Action based on the operative facts alleged in Plaintiff’s Complaint and/or PAGA exhaustion letter to the LWDA, on behalf of Defendants’ current and former non-exempt employees and allegedly misclassified exempt employees who worked in California for any one of the three Defendants at any time during the PAGA Period (“Aggrieved Employees”). The Maximum Settlement Amount shall be used to cover all payments to the LWDA, Aggrieved Employees, settlement administration costs, attorneys’ fees, interest and costs, and payment to Plaintiff as a service award.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

9. “Action” means the lawsuit entitled *Villalpando v. Red Sparrow Services, Inc. et al.*, filed on May 26, 2020, Case No. 30-2020-01140620-CU-OE-CJC, in the Superior Court of the State of California, County of Orange.

10. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order through a third party administrator (“TPA”), securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any experts. The Parties have agreed to, and Defendants will not oppose, an application to the Court for Attorneys’ Fees in an amount not to exceed Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$11,666.66).

11. “Plaintiff’s Counsel” means Payton Employment Law, PC, on behalf of Plaintiff

Joel Villalpando and the State of California.

12. “Aggrieved Employee” means all current and former non-exempt employees and all current and former exempt employees who are allegedly misclassified who worked directly for any one of the three Defendants in California during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification). For purposes of this Settlement Agreement all current and former exempt employees who are allegedly misclassified will be limited to only those on Defendant Red Sparrow Services, Inc.’s or Avrek Law Firm, APLC’s client intake teams during the PAGA Period.

13. “Employee List” means a complete list of all Aggrieved Employees that Defendants will provide to the Settlement Administrator in an electronic database within thirty (30) calendar days after Court approves this Settlement. The Employee List shall contain each Aggrieved Employee’s full name, Social Security Number, last known home address, and the number of pay periods each Aggrieved Employee worked at least one shift as a non-exempt or allegedly misclassified exempt employee for Defendants in California during the PAGA Period.

14. “PAGA Period” shall be from April 7, 2019, through the date this settlement is approved by the Court.

15. “Service Award Payment” or “PAGA Service Award Payment” means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Aggrieved Employees and the State of California, and in exchange for his general release of all claims. The Service Award Payment is separate and apart from any money Plaintiff is entitled to as an Aggrieved Employee. Defendants will not oppose Plaintiff’s application to the Court for a Service Award Payment not to exceed One Thousand Dollars and Zero Cents (\$1,000.00) for Plaintiff.

16. “Maximum Settlement Amount” means the gross maximum settlement amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), to be paid by Defendants in full satisfaction of all Released Claims arising from the Action, which include all Individual Settlement

Payments to Aggrieved Employees, Attorneys' Fees and Costs to Plaintiff's Counsel, the Service Award Payment to Plaintiff, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs to the Settlement Administrator. In no event will Defendants be liable for more than the Maximum Settlement Amount except as otherwise explicitly set forth herein.

17. "Complaint" means the complaint filed in the Action for civil penalties for violations of California Labor Code, pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

18. "Court" means the Superior Court of the State of California for the County of Orange, or any other court taking jurisdiction of the Action.

19. "Defendants" means Defendant Red Sparrow Services, Inc., Defendant Avrek Law Firm, APLC, and Defendant Maryam Parman.

20. "Effective Date" shall be the later of the following dates: (i) the date the Court signs the Order for Approval of Settlement under Labor Code section 2699 and Judgment by Court, if no objection to the settlement has been made; or (ii) the resolution of any appeal related to the settlement, including the time to exhaust all appeals ("Order and Judgment").

21. "Individual Settlement Payment" means each Aggrieved Employee's share of the Net PAGA Settlement Amount, to be distributed to the Aggrieved Employees.

22. "Labor and Workforce Development Agency Payment" or "LWDA Payment" means the amount to be paid to the California Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). Seventy-five percent (75%) of the net proceeds shall be payable to the LWDA.

23. "Net PAGA Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of the approved Service Award Payment, Settlement Administration Costs, and Plaintiff's Attorneys' Fees and Costs. Of the Net PAGA Settlement Amount, seventy-five percent (75%) shall be distributed to the LWDA and twenty-five percent

(25%) shall be distributed to the Aggrieved Employees (“PAGA Penalties”).

24. “Notice” means the Notice of PAGA Settlement (in English and Spanish), substantially in the form attached as Exhibit A.

25. “Parties” means Plaintiff and Defendants together.

26. “Released Claims” means any and all claims for civil penalties that were or could have been asserted in the Action based on the operative facts alleged in Plaintiff’s PAGA Complaint and/or PAGA exhaustion letter to the LWDA, including but not limited to allegations for alleged unpaid wages under various potential theories, including but not limited to: off-the-clock work; minimum wages, overtime, and double-time; alleged meal and rest periods violations; failure to reimburse business expenses; alleged non-compliant wage statements; alleged failure to produce personnel files; alleged failure to provide written notice; alleged waiting time penalties; and all derivative civil and PAGA penalties, specifically PAGA civil penalties for violations for: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide complete, accurate wage statements; and (iii) failure to pay wages timely at time of termination or resignation.

27. “Released Parties” means Defendants and any of their former and current officers, directors, temporary placement agencies, owners, shareholders, current employees, and former employees.

28. “Settlement Administrator” means Phoenix, the third-party settlement administrator chosen by the Parties and approved by the Court for the purposes of administering this Settlement.

29. “Settlement Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Aggrieved Employee, tax reporting, distributing the PAGA Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein in order to process this Settlement, and as reasonably requested by the Parties or the Court. All of

the costs, fees and expenses incurred by the Settlement Administrator in performing these functions shall be paid and deductible from the Maximum Settlement Amount. The Settlement Administration Costs are estimated not to exceed \$1,500.00.

30. "Pay Periods" means the number of pay periods of employment for each Aggrieved Employee during the PAGA Period in which the Aggrieved Employee received a paycheck. The Pay Periods shall not include any pay periods of employment during which an Aggrieved Employee worked outside the state of California, performed no work for Defendants, or performed work in a position that was not non-exempt. All Aggrieved Employees shall be credited with at least one Pay Period.

TERMS OF SETTLEMENT

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

a. It is agreed by and between Plaintiff and Defendants that the Action and any claims and causes of action which were or are the subject of the Action be settled and compromised as between Plaintiff, on behalf of himself, the State of California (the LWDA), and each and every Aggrieved Employee, Defendants, and the Released Parties (as defined in Paragraph 31 above), subject to the terms and conditions set forth in this Settlement Agreement and the approval of the Court.

b. Consideration: In consideration for this Settlement Agreement, Defendants agree to pay up to the gross Maximum Settlement Amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to cover all payments to the LWDA, Aggrieved Employees, Plaintiff as a service award, Settlement Administration costs, and Attorneys' Fees and Costs. This Settlement is non-reversionary. Defendants maintain no reversionary right to any portion of the Settlement Amount. The Maximum Settlement Amount shall be distributed as follows:

i. Counsel for Plaintiff and the State of California (Payton Employment Law, PC and Dogra Law Group, PC) shall be paid and receive an amount not to exceed Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$11,666.66) as

reasonable attorneys' fees under PAGA;

ii. Counsel for Plaintiff and the State of California shall be paid and receive as reasonable reimbursable costs under PAGA an amount not to exceed Five Thousand Three Hundred and Fifty Dollars and Fifty-One cents \$5,350.51 to be distributed to Payton Employment Law, PC and Dogra Law Group, PC.

iii. The actual costs of administration, up to a maximum payment of \$1,500.00, shall be paid to the Settlement Administrator;

iv. Plaintiff Joel Villalpando shall receive not more than One Thousand Dollars and Zero Cents (\$1,000.00) as a PAGA service award (any amount not awarded to Plaintiff shall be included in the net proceeds, i.e., Net PAGA Settlement Amount); and

v. The remainder of the Maximum Settlement Amount, once the amounts above have been deducted (the "Net PAGA Settlement Amount"), approximately Fifteen Thousand Four Hundred and Eighty Two Dollars and Eighty-Three Cents (\$15,482.83) will be distributed as required by Labor Code section 2699(i), and in accordance with the terms of this Settlement Agreement, subject to the Court's approval, as follows:

1. Seventy-five percent (75%), approximately Eleven Thousand Six Hundred and Twelve Dollars and Twelve Cents (\$11,612.12), shall be paid to and received by the LWDA, to settle the claims for PAGA penalties based on the alleged violations of the Labor Code as asserted in the Action; and

2. Twenty-five percent (25%), approximately Three Thousand Eight Hundred Seventy Dollars and Seventy-One Cents (\$3,870.71), shall be paid to and received by the Aggrieved Employees on a *pro rata* basis according to each Aggrieved Employee's individual number of Pay Periods; and

a. Notice to Aggrieved Employees. Aggrieved Employees will receive the Notice attached as Exhibit A along with their settlement checks. Settlement checks mailed out to Aggrieved Employees shall be valid for One Hundred and Eighty (180) days from the date of issuance.

Ninety days after the checks are mailed, the Settlement Administrator will mail reminder postcards to Aggrieved Employees whose checks remain uncashed. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than One Hundred and Eighty (180) days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their settlement checks until such time they claim their property. The Settling Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire PAGA Representative Payment will be paid out to Settlement Class Members, whether or not they all cash their settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts.

- b. Tax Treatment of the Aggrieved Employee Payments: The entirety of PAGA Penalties paid to individual Aggrieved Employees shall be considered a penalty/miscellaneous income and shall not be subject to withholdings. The Settlement Administrator shall be responsible for timely issuing an appropriate IRS Form 1099 to each Aggrieved Employee.
- c. Costs of Settlement Administrator: The Settlement Administrator is expected to perform all necessary administration duties for no more than One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). These administration duties shall include, without limitation, the calculation, processing, and mailing of all settlement

checks, tax forms, and notices to all Aggrieved Employees, the LWDA, Plaintiff's counsel and any tax authorities, performing address updates and verifications as necessary prior to the mailing, and performing an address follow up on any returned mail. The Settlement Administrator will also be responsible for establishing a qualified settlement fund ("QSF"). All administration costs approved by the Court shall be paid out of the Maximum Settlement Amount. If the actual costs of administration are less than One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00), the difference shall be reallocated by the Settlement Administrator to the Net PAGA Settlement Amount.

- d. Funding the Settlement and Timing of Payment. Defendants shall make a one-time deposit of the Maximum Settlement Amount of Thirty-Five Thousand Dollars (\$35,000) into a Qualified Settlement Account (to be established by the Settlement Administrator) within thirty (30) calendar days after the Court's signature of the Order and Judgment. Within seven (7) calendar days of the deposit, the Settlement Administrator will issue payments to: (a) Aggrieved Employees, along with the Notice; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's counsel; and (e) itself. Plaintiff's counsel will provide Defendants' counsel with fully executed W-9 forms within five (5) calendar days of the Effective Date.
- e. Within ten (10) calendar days after either (1) the Settlement is approved or (2) entry of order denying the Settlement if the Court does not approve the Settlement, Plaintiff's Counsel will provide a copy of the superior court's judgment or order to the LWDA pursuant to Labor Code section 2698(l)(3). In addition, concurrent

with the filing for approval of the Settlement Agreement, Plaintiff's Counsel shall also take all necessary steps to inform the LWDA of the Settlement Agreement.

36. Non-Approval of the Settlement Agreement: If the Court should, for any reason, not approve the settlement as set forth in this Settlement Agreement, then this Settlement Agreement shall be considered null and void, and neither this Settlement Agreement, nor any of the related negotiations or proceedings shall be of any force or effect, shall be inadmissible for any purpose in any proceeding, and all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement and/or the prior Memorandum of Understanding had been neither entered into nor filed with the Court. The exception to the preceding is that the terms and conditions embodied within the Parties' prior Memorandum of Understanding shall remain conditionally binding to require the Parties, in the event the Court initially declines to approve the settlement based on the terms set forth in this Settlement Agreement, to work together in the spirit of compromise to address and correct any issues or concerns addressed by the Court in not initially approving the Settlement Agreement, and shall work to incorporate the changes requested by the Court including any changes consistent with the prior Memorandum of Understanding, into a revised Settlement Agreement to submit to the Court for approval. Provided, however, that notwithstanding the Parties' prior execution of the Memorandum of Understanding, neither the Memorandum of Understanding nor any of its terms therein shall become enforceable until and unless such terms are approved by the Court. Conversely, the Court's disapproval of the Settlement Agreement based upon a disapproval of a material term of Memorandum of Understanding that cannot be addressed or corrected by the Parties shall operate to render the parties' Memorandum of Understanding null and void.

37. Invalidation: Invalidation of any material portion of this Settlement Agreement shall invalidate this Settlement Agreement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Settlement Agreement are to remain in full force and effect.

38. Taxes: Plaintiff, Defendants, and their respective counsel make no representations as to the tax consequences or characterization of the nature of any payment made pursuant to this Settlement Agreement.

39. Attorneys' Fees and Costs: Except as provided in Paragraphs 35.b.i. and b.ii, above, Plaintiff, on the one hand, and Defendants, on the other, each agree to bear their own costs and attorneys' fees (including any costs including filing and appearance fees the Court may require any of the parties to pay in connection with entry of this order and judgment even if in excess of the Maximum Amount) and waive any statute, rule of court, provision or legal proposition which might otherwise be relied upon to obtain costs, fees or expenses in connection with Plaintiff's allegations and causes of action released herein. Each Party agrees that it is not a prevailing party within the meaning of the Labor Code, Wage Orders, or any other statute applicable to Plaintiff's legal claims. Plaintiff's counsel acknowledges that if this settlement is approved, they will have no claim for or legal right to attorneys' fees or costs except as provided for herein.

40. Liens: Plaintiff acknowledges that he is solely responsible for the resolution, waiver, satisfaction, and/or discharge of any equitable or contractual claims, subrogation claims or liens, known or unknown, past or future, asserted against the settlement proceeds of this settlement by any person or entity that provided benefits or payments of any kind to Plaintiff. Plaintiff agrees to indemnify Defendants and the Released Parties from and against any and all claims, judgments, or suits for any such claims, subrogation claims or liens.

41. Release of Claims by the State and Aggrieved Employees: Upon the approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the State of California and each and every Aggrieved Employee (which includes any legal heirs and/or successors-in-interest of each and every Aggrieved Employee), fully releases and discharges the Released Parties from the Released Claims (as defined in paragraph 26) during the PAGA period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by

virtue of this Settlement Agreement during the PAGA period. This release shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

42. Standing and No Transfer of Claims: Plaintiff expressly represents and warrants that he has standing to dismiss any and all claims he has or may have against Defendants and the Released Parties, and that he is not a "debtor" within the meaning of the federal bankruptcy statutes. Plaintiff further represents and warrants that he has not assigned, transferred or conveyed to any person or entity any claim, demand, liability, obligation or cause of action released by this Settlement Agreement. Plaintiff agrees to indemnify, defend and hold harmless Defendants and the Released Parties from any claims which may be asserted against them based on, or arising out of, any such assignment, transfer, or conveyance.

43. Within thirty (15) calendar days after the Court's signature of the Order and Judgment, Defendants will compile and provide to the Settlement Administrator information containing the Employee List including each Aggrieved Employee's: (1) full name; (2) last known home address; (3) number of Pay Periods as an Aggrieved Employee during the PAGA Period; and (4) Social Security Number. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service National Change of Address database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. Within seven (7) calendar days after receipt of the list of Aggrieved Employees (and of the deposit), the Settlement Administrator will mail a settlement Notice (in the form attached as Exhibit A) and check to each Aggrieved Employee by first class mail. The Settlement Administrator will perform an address follow-up on returned mail and will re-mail the Notice and check to an updated address (if any) within ten (10) calendar days of receipt of the returned mail. The Parties intend that reasonable, but not extraordinary, means are to be used to locate Aggrieved Employees. If no other address is found, no further action is required except as

provided in Paragraph 35.c. If a current address for an Aggrieved Employee cannot be found by the Settlement Administrator, said Aggrieved Employee will nevertheless be bound by the terms of the Release in this Settlement Agreement, whether or not he or she receives actual notice from the Settlement Administrator.

44. The Settlement Administrator shall also be responsible for taking care of all required tax reporting and issuing IRS Form 1099s with the settlement payments. Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendants' counsel with a report listing the amount of all payments made to each Aggrieved Employee. Upon completion of its calculation of payments, the Settlement Administrator shall provide Plaintiff's counsel with a report listing only each Aggrieved Employee's (i) employee ID or last four digits of the Aggrieved Employee's Social Security Number and (ii) individual settlement payment. Plaintiff's counsel shall not receive any identifying information, including but not limited to names, addresses, and Social Security Numbers, for any of the Aggrieved Employees, except for Plaintiff.

ADDITIONAL PROVISIONS

45. Confidentiality: The Parties and their respective counsel agree to keep the terms and amounts of the Settlement confidential, except as necessary for Court filings and for purposes of the approval process. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement, including on websites or other marketing materials.

46. Non-Disparagement: Plaintiff and his agents (including his counsel, who will agree by the same) agrees not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Defendants, their employees, other past and current employees or Defendants' subsidiaries, divisions, affiliates, or services. Plaintiff further agrees not to encourage, authorize or permit any such statements, allegations, comments or communications to be made by others on his behalf. To the extent Plaintiff has posted any negative comments about Defendants on Glassdoor, Yelp, or other websites, Plaintiff agrees

to request that these comments be removed and to provide a copy of such request within 30 days of the execution of this Agreement.

47. Construction: The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, and 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 his, her, or its counsel participated in the drafting of this Settlement Agreement.

48. Choice of Law: This Settlement Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

49. Captions and Interpretations: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

50. Modification: This Settlement Agreement may not be changed, altered, or modified, except in a writing signed by counsel for all Parties. Any material changes, alternations, or modifications to the provisions of this Settlement Agreement must be approved by the Court.

51. Integration Clause: This Settlement Agreement contains the entire agreement among the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or that Party's legal counsel, are merged herein. In entering into this Settlement Agreement, none of the Parties have relied on any representation or promise not expressly set forth in this Settlement Agreement.

52. Counterparts: This Settlement Agreement may be executed in counterparts with the same force and effect as if all signatures were obtained in one document. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

53. Enforcement of Settlement Agreement: Pursuant to Labor Code section 2699, this

Settlement Agreement must be approved by the Court and will be enforceable by the Court pursuant to Code of Civil Procedure section 664.6. Even after the entry of judgment, the Parties jointly request and reserve the Court's continuing jurisdiction under section 664.6.

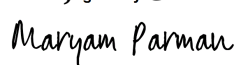
54. Effect of Signatures & Electronic Signatures: By their signatures, the Parties acknowledge and warrant that their respective counsel will abide by and adhere to the specific obligations and actions required of them in this Settlement Agreement. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature. The Parties agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement. Electronic signatures shall be deemed originals.

ACCEPTED AND AGREED:

Plaintiff Joel Villalpando: DocuSigned by:
 Signature: 
 Date: 3/30/2021

Defendant Red Sparrow Services, Inc. DocuSigned by:
 Signature: 
 Name: Maryam Parman
 Its: President
 Date: 3/30/2021

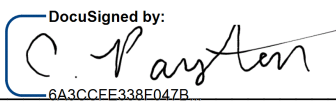
Defendant Maryam Parman: DocuSigned by:
 Signature: 
 Date: 3/30/2021

Defendant Avrek Law Firm, PLLC DocuSigned by:
 Signature: 
 Name: Maryam Parman
 Its: President
 Date: 3/30/2021

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Putative Class:

PAYTON EMPLOYMENT LAW, PC

Signature: _____
Name: Chantal M. Payton_____
Date: 3/30/2021_____

Attorneys for Defendants:

O'HAGAN MEYER LLP

Signature: _____
Name: Jonathan Stilz_____
Date: 3/30/2021_____

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Joel Villalpando v. Red Sparrow Services, Inc., Avrek Law Firm, APLC and Maryam Parman

O.C.S.C. 30-2020-01140620-CU-OE-CJC

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Joel Villalpando on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code relating to wages including overtime Plaintiff claims he was owed and the wage statements that he received. Specifically, Plaintiff alleged that Red Sparrow Services, Inc. and Avrek Law Firm, APLC (collectively “Defendants”) failed to pay employees for all time worked including overtime, meal periods, and rest breaks; failed to accurately record and pay for all time worked in employee wage statements; and failed to timely pay employees all wages owed upon his or his leaving Defendants’ employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

Defendants maintain that they were in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in one or more of the following groups of “Aggrieved Employees” who worked at any time directly for Red Sparrow Services, Inc. from April 7, 2019 through the date of approval of this settlement (“PAGA Period”), and which are further defined as follows:

- a) Red Sparrow Services, Inc. Aggrieved Employees - employees who were part of the intake team during the PAGA Period.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked ____ pay periods during the PAGA Period as a ____
[and also ____ pay periods as a ____]. The total amount of
pay periods worked by all Red Sparrow Services, Inc. Aggrieved Employees during the
PAGA period is ____ .

Your individual PAGA payment is estimated to be ____.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional)
based on the number of pay periods worked in the PAGA Period divided by the total
number of pay periods worked by all Aggrieved Employees during the PAGA period.

III. RELEASE

“Released Parties” means Defendants (as defined herein), and its former, present and
future owners, parents, and subsidiaries, including but not limited to all of their
current, former, and future officers, directors, members, managers, employees,
consultants, partners, shareholders, joint venturers, agents, successors, assigns,
accountants, insurers, or legal representatives.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By
operation of the Settlement’s terms, all Aggrieved Employees will release the Released
Parties from any and all claims under the PAGA which arose during the PAGA Period
and (i) were asserted in the LWDA Letter and Plaintiff’s Complaint; and/or (ii)
reasonably could have been asserted in the Action based upon the facts alleged in the
LWDA Letter and Plaintiff’s Complaint (“PAGA Released Claims”) including but not
limited to allegations for alleged unpaid wages under various potential theories,
including but not limited to reporting time pay, rounding, off-the-clock work, and auto-
deduction; minimum wages and overtime; alleged meal and rest periods violations;
failure to reimburse business expenses; alleged non-compliant wage statements; alleged
failure to produce personnel files; alleged failure to provide written notice; alleged
waiting time penalties; and all derivative civil and PAGA penalties, specifically PAGA
civil penalties for violations for: (i) failure to pay all regular wages, minimum wages and
overtime wages due; (ii) failure to provide complete, accurate wage statements; and (iii)
failure to pay wages timely at time of termination or resignation. This release does not
include any individual claims which any Aggrieved Employees may have based on any
alleged violations of the California Labor Code or of a California Wage Order, and also
expressly excludes and does not affect any employee’s individual claims for vested
benefits, wrongful termination, unemployment insurance, disability, Social Security,
workers compensation, claims while classified as exempt, and claims outside of the
PAGA period.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE

You may call the Settlement Administrator, _____, toll free at _____ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B-1

TIMESHEET FOR "CROSS-OVER" WORK ON PAGA & INDIVIDUAL CLAIMS COMBINED (EXHIBIT B-1)					
Date	Attorney or Paralegal	Description	Time	Fee Amount	Total
10/8/2019	S. Dogra	Email with client for evidence	0.4	\$325.00	\$130.00
10/15/2019	S. Dogra	Draft Personnel File Request Ltrs	0.5	\$325.00	\$162.50
10/25/2019	C. Payton	Response to Email from S. Dogra	0.1	\$400.00	\$40.00
10/25/2019	S. Dogra	Email to C. Payton	0.2	\$325.00	\$65.00
10/30/2019	C. Payton	Email A.Kasten re Draft Complaint	0.1	\$400.00	\$40.00
10/31/2019	A. Kasten	Prepare Draft Complaint/Outline	4.1	\$100.00	\$410.00
10/31/2019	S. Dogra	Email with client for evidence	0.2	\$325.00	\$65.00
10/31/2019	S. Dogra	Review of Email for opposing party	0.1	\$325.00	\$32.50
11/5/2019	C. Payton	Review Draft Complaint and email A.Kasten re additional edits	0.3	\$400.00	\$120.00
11/6/2019	A. Kasten	Further Edits to Draft Complaint	1.2	\$100.00	\$120.00
11/6/2019	S. Dogra	Email with opposing counsel	0.4	\$325.00	\$130.00
11/6/2019	S. Dogra	Review/edit draft complaint	0.5	\$325.00	\$162.50
11/20/2019	A. Kasten	Search case hearings	0.2	\$100.00	\$20.00
12/11/2019	S. Dogra	Email exchange with opposing counsel	0.5	\$325.00	\$162.50
12/15/2019	C. Payton	Response to Email from S. Dogra	0.1	\$400.00	\$40.00
12/15/2019	S. Dogra	Analyze produced personnel records and prepare demand package	5.5	\$325.00	\$1,787.50
12/15/2019	S. Dogra	Email to C.Payton	0.2	\$325.00	\$65.00
12/19/2019	S. Dogra	Draft demand letter for case	1.5	\$325.00	\$487.50
12/20/2019	A. Kasten	Proofread draft of Villalpando letter	0.8	\$100.00	\$80.00
12/20/2019	C. Payton	Review/edit demand letter and email A.Kasten re proofread draft of Villalpando letter	0.3	\$400.00	\$120.00
12/20/2019	S. Dogra	Email exchange with opposing counsel	0.5	\$325.00	\$162.50
1/3/2020	A. Kasten	Search case hearings	0.2	\$100.00	\$20.00
1/15/2020	S. Dogra	Email exchange with opposing counsel	0.5	\$325.00	\$162.50
1/22/2020	S. Dogra	Check availability and schedule mediation	0.2	\$325.00	\$65.00
1/26/2020	S. Dogra	Draft brief for first mediation	10	\$325.00	\$3,250.00
1/28/2020	C. Payton	Email K.Zelaya re payment of mediation	0.1	\$400.00	\$40.00
1/28/2020	S. Dogra	Research and potential evidence prep	2	\$325.00	\$650.00
1/29/2020	A. Kasten	Organize Villalpando's payroll records by date and combine into one PDF	1.4	\$100.00	\$140.00
1/29/2020	C. Payton	Review and edit mediation brief	2.1	\$400.00	\$840.00
1/29/2020	C. Payton	Email A.Kasten re Villalpando's payroll records	0.1	\$400.00	\$40.00
1/30/2020	C. Payton	Email A.Kasten re proofread draft Mediation Brief	0.1	\$400.00	\$40.00
1/30/2020	C. Payton	Email K.Zelaya re emailing Plaintiff's Mediation Brief to all parties	0.1	\$400.00	\$40.00
1/30/2020	K. Zelaya	Submit online payment of mediation fee	0.1	\$135.00	\$13.50
1/30/2020	K. Zelaya	Email Plaintiff's Mediation Brief to Mediator and all parties	0.2	\$135.00	\$27.00
1/30/2020	S. Dogra	Call with Client to prepare for mediation	1	\$325.00	\$325.00
2/4/2020	C. Payton	Review payroll records and prepare damages calculations	2.3	\$400.00	\$920.00
2/5/2020	C. Payton	Prepare for, travel to and from, and attend mediation	6	\$400.00	\$2,400.00
2/5/2020	C. Payton	Share Villalpando folder with A.Kasten and K.Zelaya	0.1	\$400.00	\$40.00
2/5/2020	R. Torres	Prepare for, travel to and from, and attend mediation	6	\$500.00	\$3,000.00
2/5/2020	S. Dogra	Prepare for, travel to and from, and attend mediation	6	\$325.00	\$1,950.00
2/6/2020	C. Payton	Email K. Zelaya re: Preparing Draft of PAGA letter for Villalpando	0.1	\$400.00	\$40.00
2/6/2020	C. Payton	Prepare and send R. Torres email via Dropbox re file	0.1	\$400.00	\$40.00
2/6/2020	K. Zelaya	Prepare Draft of PAGA letter, email draft to C.Payton for review and further editing	0.6	\$135.00	\$81.00
2/6/2020	R. Torres	Review email from C Payton (via Dropbox) re file	0.1	\$500.00	\$50.00
2/10/2020	S. Dogra	Email with opposing counsel	0.2	\$325.00	\$65.00
2/11/2020	C. Payton	Review PAGA letter and email K.Zelaya re edits to PAGA letter draft	0.1	\$400.00	\$40.00
2/11/2020	K. Zelaya	Make edits to PAGA letter draft per C.Payton's email, email to C.Payton for further review	0.3	\$135.00	\$40.50
2/12/2020	C. Payton	Review, edit, and add to draft of PAGA letter and send to S. Dogra for final review	0.9	\$400.00	\$360.00
2/12/2020	S. Dogra	Review of PAGA ltr	0.5	\$325.00	\$162.50
2/13/2020	A. Kasten	Prepare Letter to LWDA with filing fee	0.4	\$100.00	\$40.00
2/13/2020	C. Payton	Mail Serve PAGA Letter on Respondents and Submit to LWDA online	0.6	\$400.00	\$240.00
2/13/2020	C. Payton	Email A.Kasten re Letter to LWDA with filing fee	0.1	\$400.00	\$40.00
2/13/2020	C. Payton	Review draft complaint; email K. Zelaya re: Edits to make to Complaint draft	0.2	\$400.00	\$80.00
2/13/2020	K. Zelaya	Email C. Payton re: PAGA letter finalization	0.1	\$135.00	\$13.50
2/13/2020	K. Zelaya	Revise draft of Complaint; email to C.Payton for review	1.2	\$135.00	\$162.00
2/18/2020	A. Kasten	Mail Letter to LWDA with filing fee	0.1	\$100.00	\$10.00
2/18/2020	C. Payton	Email A.Kasten re additional edits for Letter to LWDA with filing fee	0.1	\$400.00	\$40.00

2/21/2020	K. Zelaya	Make edits to Complaint draft per C.Payton's email, email to C.Payton for further review	0.9	\$135.00	\$121.50
3/12/2020	K. Zelaya	Share access to Dropbox folder with R.Torres	0.1	\$135.00	\$13.50
4/9/2020	C. Payton	Prepare and send email to R. Torres re new defense attorney and telephone call re same	0.2	\$400.00	\$80.00
4/9/2020	R. Torres	Review email calendar invite re Telephone conference with Attorney Matthew C. Sgnilek; Review email from C Payton re new Defense attorney; Telephone conference with C Payton re above; Internet research re above	0.2	\$500.00	\$100.00
4/9/2020	S. Dogra	Research for potential evidence and client email	1.5	\$325.00	\$487.50
4/10/2020	C. Payton	Telephone conference with Attorney M Sgnilek, S Dogra, R Torres re status; Telephone Conference with R. Torres & S Dogra re above	0.5	\$400.00	\$200.00
4/10/2020	R. Torres	Telephone Conference with Attorney M Sgnilek, S Dogra, C Payton re status; Telephone Conference with C Payton & S Dogra re above	0.5	\$500.00	\$250.00
4/10/2020	S. Dogra	Telephone conference with Attorney M Sgnilek, C Payton, and R Torres re status; Telephone Conference with C. Payton and R. Torres re above	0.5	\$325.00	\$162.50
4/14/2020	C. Payton	Telephone conference with R Torres re Status; prepare and send email re documents request	0.4	\$400.00	\$160.00
4/14/2020	R. Torres	Telephone conference with C Payton re Status; Review email from C Payton -- Fw Email from defense counsel re second mediation; draft Reply email to C Payton re reply to defense counsel re mediation; Review email from C Payton re above and documents request; Draft email reply re same; Draft email to attorney Sgnilek	1.6	\$500.00	\$800.00
4/15/2020	S. Dogra	Research and potential evidence prep	2	\$325.00	\$650.00
4/16/2020	C. Payton	Prepare and send email to R. Torres and S. Dogra re mediation and proposed response to defense counsel	0.2	\$400.00	\$80.00
4/16/2020	R. Torres	Review email from attorney S Dogra 0415 re Email to defense counsel; Draft email reply; Review email from defense counsel re mediation; Review email from C Payton re same; Review email from S Dogra; Draft email to C Payton & S Dogra re proposed response to defense counsel; Draft multiple email & Review multiple email to/from C Payton & S Dogra re same	1.6	\$500.00	\$800.00
4/17/2020	R. Torres	Draft email to defense counsel re mediation	0.2	\$500.00	\$100.00
4/22/2020	C. Payton	Prepare and send email to R. Torres re mediation	0.1	\$400.00	\$40.00
4/22/2020	R. Torres	Review email from defense counsel re mediation; Review email from S Dogra and Draft email reply re same; Review multiple email from & Draft multiple replies from/to C Payton & S Dogra re same	0.7	\$500.00	\$350.00
4/22/2020	S. Dogra	Prepare and send email to R. Torres re mediation	0.1	\$325.00	\$32.50
4/23/2020	A. Kasten	Search case hearings	0.2	\$100.00	\$20.00
4/23/2020	R. Torres	Draft email reply to attorney Sgnilek re his proposal re payment for mediation	0.3	\$500.00	\$150.00
5/1/2020	C. Payton	Prepare and send email re mediation and proposal payment for mediation	0.1	\$400.00	\$40.00
5/1/2020	R. Torres	Review email from defense counsel Matthew Sgnilek re mediation; Review email from S Dogra re same & Draft email reply; Review email from C Payton re above; Research Mediators Todd Smith, S. Rottman, Lynn Frank; Multiple email C Payton & S Dogra re above; Draft email to defense counsel Sgnilek re Todd SmithReview Multiple email from attorney S Dogra re Todd Smith for Mediation; Review email Reply from C Payton; Draft email Reply re Serratore or Rottman	1.5	\$500.00	\$750.00
5/1/2020	S. Dogra	Prepare and send email re mediation and proposal payment for mediation	0.1	\$325.00	\$32.50
5/5/2020	R. Torres	Review multiple email from C Payton to S Dogra re mediator Todd Smith	0.3	\$500.00	\$150.00
5/6/2020	C. Payton	Email R.Torres and S.Dogra re: propounding discovery	0.2	\$400.00	\$80.00
5/6/2020	C. Payton	Email K.Zelaya to check if complaint has been processed	0.1	\$400.00	\$40.00
5/6/2020	R. Torres	Review email from defense counsel re mediation; Review Multiple email & Draft multiple email replies from/to C Payton & S Dogra re Todd Smith mediation and re Court not yet processed filing of Complaint 0320	1.9	\$500.00	\$950.00
5/6/2020	S. Dogra	Email to check potential mediator availability	0.2	\$325.00	\$65.00
5/7/2020	R. Torres	Review email from K Zelaya re Complaint submitted for filing 3/20	0.1	\$500.00	\$50.00
5/8/2020	R. Torres	Review multiple emails from S Dogra re scheduled mediator Todd Smith 9/3 & Research same	0.3	\$500.00	\$150.00
5/8/2020	S. Dogra	Email R. Torres re scheduled mediator Todd Smith's availability	0.1	\$325.00	\$32.50
5/11/2020	C. Payton	Email R. Torres re email from defense counsel in reply to S Dogra's VM re mediation	0.1	\$400.00	\$40.00
5/11/2020	R. Torres	review multiple email from & Draft multiple email replies to/from S Dogra & C Payton re Email from defense counsel in reply to S Dogra's VM re mediation; Telephone call/voicemail to mediator S Serratore; Draft email to defense counsel re above and re Complaint filed, PAGA Notice sent to LWDA, & Amened PAGA Complaint to be filed	1.8	\$500.00	\$900.00
5/12/2020	S. Dogra	Call and email opposing counsel re mediation	0.2	\$325.00	\$65.00
5/13/2020	C. Payton	Email R. Torres and S. Dogra re mediation with S. Rottman	0.1	\$400.00	\$40.00
5/13/2020	R. Torres	Review email from defense counsel re Mediation with S Rottman; Draft multiple email & Review multiple email from C Payton & S Dogra re same	0.5	\$500.00	\$250.00
5/13/2020	S. Dogra	Email R. Torres and C. Payton re mediation with S. Rottman	0.1	\$325.00	\$32.50
5/14/2020	A. Kasten	Calendar Mediation	0.1	\$100.00	\$10.00
5/14/2020	C. Payton	Email A.Kasten re Calendar Mediation	0.1	\$400.00	\$40.00
5/14/2020	R. Torres	Review email from mediator S Rottman; Review email re Calendar re same	0.3	\$500.00	\$150.00
5/22/2020	K. Zelaya	Prepare draft of First Amended Complaint; email to R.Torres, S.Dogra, and C.Payton for review	1.1	\$135.00	\$148.50

6/2/2020	C. Payton	Email K.Zelaya conformed copies of complaint documents	0.1	\$400.00	\$40.00
6/2/2020	K. Zelaya	Email C. Payton re: Re-submitting Summons on Complaint; Edit Summons on Complaint; refile with the Court	0.5	\$135.00	\$67.50
6/10/2020	C. Payton	Email K.Zelaya re filing FAC	0.1	\$400.00	\$40.00
6/10/2020	C. Payton	Review/edit FAC	0.5	\$400.00	\$200.00
6/10/2020	R. Torres	Review email from K Zelaya and attached Amended PAGA Complaint; Review email from S Dogra re same; Draft email reply re same	0.4	\$500.00	\$200.00
6/11/2020	C. Payton	Email S.Dogra re: reaching out to Opposing counsel to ask if they are authorized to accept service on behalf of defendants	0.1	\$400.00	\$40.00
6/11/2020	K. Zelaya	Finalize FAC, attach exhibits, submit for filing	0.5	\$135.00	\$67.50
6/11/2020	R. Torres	Review multiple email from K Zelaya, S Dogra, C Payton, & Draft email reply re Final Amended PAGA Complaint & Review First Amended Complaint re same; Review email from S Dogra to defense counsel & Reply re accept service for all	0.4	\$500.00	\$200.00
6/11/2020	S. Dogra	Review of FAC	0.8	\$325.00	\$260.00
6/25/2020	A. Kasten	Check whether the Villalpando FAC has been processed	0.2	\$100.00	\$20.00
6/25/2020	C. Payton	Email A.Kasten re Villalpando FAC	0.1	\$400.00	\$40.00
6/25/2020	C. Payton	Email R. Torres re documentation to defense counsel to consider for mediation	0.1	\$400.00	\$40.00
6/25/2020	R. Torres	Review email from defense counsel and Review email from C Payton re documentation to defense counsel to consider for mediation	0.2	\$500.00	\$100.00
6/26/2020	C. Payton	Prepare and send email to R. Torres re letter to defense counsel re documents	0.1	\$400.00	\$40.00
6/26/2020	R. Torres	Review email from C Payton & attached Mediation brief; Draft email to C Payton re prep of letter to defense counsel based on brief; Review email from C Payton re same	0.5	\$500.00	\$250.00
7/1/2020	C. Payton	Strategy call with S. Dogra to Discuss Mediation and Documents and Information to Provide to Defense Counsel in Advance of Mediation.	0.8	\$400.00	\$320.00
7/1/2020	C. Payton	Email A.Kasten and K.Zelaya re Villalpando FAC	0.1	\$400.00	\$40.00
7/1/2020	C. Payton	Preparing email to K.Zelaya with instructions for setting up discovery letter template	0.4	\$400.00	\$160.00
7/1/2020	C. Payton	Telephone conference with R. Torres and S. Dogra re response to defense counsel re mediation docs	0.3	\$400.00	\$120.00
7/1/2020	R. Torres	Telephone conference with C Payton re response to defense counsel re Mediation Docs; Telephone conference C Payton & S Dogra re same; Draft email to defense counsel re doc request by 7/6; Draft email to C Payton & S Dogra re list of docs & Info	1.1	\$500.00	\$550.00
7/1/2020	S. Dogra	Telephone conference with R. Torres and C. Payton re response to defense counsel re mediation docs	0.3	\$325.00	\$97.50
7/2/2020	A. Kasten	Check whether the Villalpando FAC has been processed	0.2	\$100.00	\$20.00
7/2/2020	C. Payton	Email K.Zelaya regarding edits needed for informal discovery letter	0.1	\$400.00	\$40.00
7/2/2020	K. Zelaya	Prepare draft of informal discovery letter	1.6	\$135.00	\$216.00
7/2/2020	K. Zelaya	Make edits to informal discovery letter and email to C.Payton for review	0.3	\$135.00	\$40.50
7/6/2020	C. Payton	Further edit/finalize informal discovery letter and email to R. Torres and S. Dogra	1.3	\$400.00	\$520.00
7/7/2020	C. Payton	Email R. Torres and S. Dogra re draft correspondence to defense counsel re informal discovery for mediation and make further edits to letter; finalize letter and send to defense counsel	0.5	\$400.00	\$200.00
7/7/2020	C. Payton	Call re informal discovery for mediation	0.5	\$400.00	\$200.00
7/7/2020	R. Torres	Review multiple email from C Payton and attached draft correspondence to defense counsel re informal discovery for mediation; Review email from S Dogra re same; edit draft correspondence; Draft multiple email to C Payton & S Dogra re same; Review email from C Payton to M Sgnilek & attached letter re informal discovery requested	1.6	\$500.00	\$800.00
7/7/2020	S. Dogra	Email R. Torres and C. Payton re draft correspondence to defense counsel re informal discovery for mediation	0.1	\$325.00	\$32.50
7/7/2020	S. Dogra	Call re informal discovery for mediation	0.5	\$325.00	\$162.50
7/8/2020	C. Payton	Email A.Kasten re Villalpando Summons	0.1	\$400.00	\$40.00
7/9/2020	A. Kasten	Prepare the service package and the N&A forms to mail to OC	0.3	\$100.00	\$30.00
7/9/2020	C. Payton	Email A.Kasten re service package and the N&A forms	0.1	\$400.00	\$40.00
7/9/2020	C. Payton	Email A.Kasten re mailing service package and the N&A forms	0.1	\$400.00	\$40.00
7/9/2020	C. Payton	Email A.Kasten re P's informal discovery letter to OC	0.1	\$400.00	\$40.00
7/10/2020	A. Kasten	Make edits to service package and the N&A forms	0.2	\$100.00	\$20.00
7/10/2020	C. Payton	Email A.Kasten re edits for mailing service package and the N&A forms	0.1	\$400.00	\$40.00
7/10/2020	C. Payton	Email and Mail M. Sgnilek copy of Summons, Complaint, and Notice and Acknowledgment	0.4	\$400.00	\$160.00
7/10/2020	R. Torres	Review email from C Payton to M Sgnilek re attached Summons & Complaint, and Notice and Acknowledgment	0.1	\$500.00	\$50.00
7/11/2020	S. Dogra	Email with C. Payton and Research	0.5	\$325.00	\$162.50
7/17/2020	C. Payton	Draft Villalpando Mediation Brief	0.6	\$400.00	\$240.00
7/17/2020	C. Payton	Email to R. Torres and S. Dogra re obtaining phone records and preparing mediation brief	0.1	\$400.00	\$40.00

7/18/2020	R. Torres	Review email from C Payton to S Dogra re client to obtain phone records and re prep of Mediation Brief.	0.1	\$500.00	\$50.00
7/20/2020	A. Kasten	Combined facts and procedural history to Mediation Letter Brief	2.1	\$100.00	\$210.00
7/20/2020	R. Torres	Review email from attorney Sgnilek re PAGA Claim	0.1	\$500.00	\$50.00
7/22/2020	C. Payton	Email A.Kasten re Villalpando FAC	0.1	\$400.00	\$40.00
7/23/2020	A. Kasten	Check whether the Villalpando FAC has been processed	0.2	\$100.00	\$20.00
7/23/2020	C. Payton	Review and respond to email from M. Sniglek re PAGA and Amended Complaint	0.3	\$400.00	\$120.00
7/23/2020	R. Torres	Review email from S Dogra to C Payton re Client phone records and prep of Mediation Brief; Review email from C Payton to M Sgnilek re PAGA & attached Amended Complaint	0.2	\$500.00	\$100.00
7/27/2020	A. Kasten	Check whether the Villalpando FAC has been processed	0.2	\$100.00	\$20.00
7/27/2020	C. Payton	Email A.Kasten re Villalpando FAC	0.1	\$400.00	\$40.00
7/28/2020	R. Torres	Review email from S Dogra re Fw from Client of evidentiary email w Melody Parman re OT paid as "Other earnings and re weekend on call calendar for October 2016; Draft email reply; Review email from S Dogra re FW from Client of Intake Calendar re weekend assignment; Draft email reply; Review email from C Payton re Client to print PDFs of email evidence	0.5	\$500.00	\$250.00
7/28/2020	S. Dogra	Research	1	\$325.00	\$325.00
7/29/2020	A. Kasten	Email C.Payton re Mediation Letter Brief	0.1	\$100.00	\$10.00
7/29/2020	C. Payton	Email to R. Torres and S. Dogra re: call with possible witness	0.1	\$400.00	\$40.00
7/29/2020	R. Torres	Review email from S Dogra re Email re: call with possible witness; Draft email reply; Review email from C Payton re same; Review multiple email from C Payton & S Dogra re Telephone conference tomorrow at 2:00	0.3	\$500.00	\$150.00
7/29/2020	S. Dogra	Email to R. Torres and C. Payton re: call with possible witness	0.1	\$325.00	\$32.50
7/30/2020	C. Payton	Email A.Kasten re Mediation Letter Brief for 2nd mediation	0.2	\$400.00	\$80.00
7/30/2020	C. Payton	Email to S. Dogra re client phone records and prep of mediation brief	0.1	\$400.00	\$40.00
7/30/2020	C. Payton	Prepare and send email requesting production of emails between Client and Parman re OT, and weekend calendar	0.1	\$400.00	\$40.00
7/30/2020	R. Torres	Review email reply from C Payton to S Dogra re Client phone records and prep of Mediation Brief; Review email from C Payton re requesting production of emails between Client and Parman re OT, and weekend calendar; Review email from attorney S. Wiard and attached R. Torres 2017 W2; Review email from S Dogra and attached docs to send to S Wiard	0.4	\$500.00	\$200.00
7/31/2020	A. Kasten	Make edits to Mediation Letter Brief	1.1	\$100.00	\$110.00
7/31/2020	A. Kasten	Email OC re Conformed Villalpando FAC	0.1	\$100.00	\$10.00
7/31/2020	C. Payton	Email A.Kasten re Conformed Villalpando FAC	0.1	\$400.00	\$40.00
7/31/2020	C. Payton	Telephone conference with with counsel for possible witness	0.7	\$400.00	\$280.00
7/31/2020	R. Torres	Telephone conference with counsel for possible witness w/C Payton & S Dogra; Review email from A Kasten to attorney M Sgnilek and enclosed First Amended Complaint; Review email from S Dogra re Docs to send to counsel and draft email reply; Review email from C Payton re same	1.8	\$500.00	\$900.00
7/31/2020	S. Dogra	Telephone conference with with counsel for possible witness	0.7	\$325.00	\$227.50
8/2/2020	S. Dogra	Research and call with client	2	\$325.00	\$650.00
8/3/2020	A. Kasten	Make further edits to Mediation Letter Brief	0.4	\$100.00	\$40.00
8/4/2020	C. Payton	Make further edits to Mediation Letter Brief and Email R. Torres and D. Dogra re preparation of Mediation Brief and splitting of tasks	0.6	\$400.00	\$240.00
8/5/2020	R. Torres	Review Email from C Payton re prep of Mediation Brief and attached Brief; Review email from C Payton to S Dogra re docs sent to Attorney Wiard; Review email from S Dogra re same	0.7	\$500.00	\$350.00
8/11/2020	K. Zelaya	Calendar MSC and Jury Trial date	0.1	\$135.00	\$13.50
8/15/2020	S. Dogra	Revise/Draft Second Mediation Brief	10	\$325.00	\$3,250.00
8/15/2020	S. Dogra	Email to R. Torres re mediation exhibits and alter ego	0.1	\$325.00	\$32.50
8/17/2020	R. Torres	Review Email from S Dogra re mediation exhibits and alter ego	0.1	\$500.00	\$50.00
8/18/2020	C. Payton	Email R. Torres re editing mediation brief and exhibits	0.1	\$400.00	\$40.00
8/18/2020	R. Torres	Review multiple Email from C Payton re editing mediation brief and exhibits (attached); Draft email reply	0.2	\$500.00	\$100.00
8/19/2020	R. Torres	Review Email from C Payton re mediation brief; Draft email reply	0.1	\$500.00	\$50.00
8/20/2020	R. Torres	Review Email from S Dogra & attached mediation exhibits	0.5	\$500.00	\$250.00
8/25/2020	A. Kasten	Prepare Notice of Change of Firm Name	0.3	\$100.00	\$30.00
8/25/2020	K. Zelaya	Notice of Change of Firm Name	0.1	\$135.00	\$13.50
8/25/2020	R. Torres	Telephone conference with C Payton re Mediation Brief, defense to provide documents, and follow up with defense counsel	0.1	\$500.00	\$50.00
8/31/2020	A. Kasten	Email C.Payton re Notice of Change of Firm Name	0.1	\$100.00	\$10.00
8/31/2020	A. Kasten	Search case hearings	0.2	\$100.00	\$20.00
8/31/2020	C. Payton	Email A.Kasten and K.Zelaya re Notice of Change of Firm Name	0.1	\$400.00	\$40.00
9/1/2020	A. Kasten	Email K.Zelaya re Mediation Notice	0.1	\$100.00	\$10.00
9/3/2020	C. Payton	Review Notice of Change of Firm Name and Email A.Kasten and K.Zelaya re Notice of Change of Firm Name edits	0.2	\$400.00	\$80.00
9/3/2020	K. Zelaya	Update Notice of Change of Firm Name	0.2	\$135.00	\$27.00
9/3/2020	K. Zelaya	Serve Notice of Change of Firm Name	0.1	\$135.00	\$13.50

9/3/2020	K. Zelaya	File Notice of Change of Firm Name	0.2	\$135.00	\$27.00
9/3/2020	R. Torres	Review email from K Zelaya to Defense Counsel re attached Notice of Change of Law Firm Name	0.1	\$500.00	\$50.00
9/4/2020	R. Torres	Review email from attorney A. Rosenkranz re Defendants' informal information and data production and ShareFile link for Defendants' document production	0.3	\$500.00	\$150.00
9/5/2020	C. Payton	Review email from attorney A. Rosenkranz re Defendants' informal information and data production and ShareFile link for Defendants' document production	0.3	\$500.00	\$150.00
9/5/2020	C. Payton	Email to A. Rosenkranz requesting wage statement and clock-in/clock-out records in Excel format	0.1	\$400.00	\$40.00
9/5/2020	C. Payton	Review and analyze data received from defense counsel	1.3	\$400.00	\$520.00
9/5/2020	C. Payton	Email Expert re: data analysis needed and data received from defense counsel	0.6	\$400.00	\$240.00
9/6/2020	C. Payton	Review/respond to email from Expert re: data analysis	0.1	\$400.00	\$40.00
9/7/2020	C. Payton	Review and respond to email from A. Rosenkranz requesting wage statement and clock-in/clock-out records in Excel format	0.1	\$400.00	\$40.00
9/7/2020	R. Torres	Review email from mediator S Rottman re Zoom; Review email from C Payton to Attorney A. Rosenkranz requesting wage statements and clock-in/clock-out records in excel format as opposed to PDF, and attorney's reply email	0.2	\$500.00	\$100.00
9/8/2020	C. Payton	Email to R. Torres and S. Dogra re Mediation Brief	0.1	\$400.00	\$40.00
9/8/2020	C. Payton	Review/respond to email from Expert re: call to discuss data analysis	0.1	\$400.00	\$40.00
9/8/2020	R. Torres	Draft email to C Payton & S Dogra re Mediation Brief; Review email from S Dogra and from C Payton re same; Draft Mediation Brief; Draft email to C Payton & S Dogra re brief revised	2.7	\$500.00	\$1,350.00
9/9/2020	C. Payton	Email to R. Torres re final preparation of Brief to defense counsel	0.1	\$400.00	\$40.00
9/9/2020	R. Torres	Review email from S Dogra re citation added; legal research same; Revise Mediation brief re Brinker; Draft email to S Dogra & C Payton re same; Review email from C Payton re final prep of Brief to defense counsel	1	\$500.00	\$500.00
9/9/2020	S. Dogra	Email to R. Torres re citations added and legal research	0.1	\$325.00	\$32.50
9/10/2020	C. Payton	Email to R. Torres re mediation brief status, edits and exhibits	0.1	\$400.00	\$40.00
9/10/2020	C. Payton	Review/respond to email from Expert re: call to discuss data analysis	0.1	\$400.00	\$40.00
9/10/2020	R. Torres	Review email from C Payton re mediation brief status & draft email reply	0.1	\$500.00	\$50.00
9/11/2020	C. Payton	Follow up email to A. Rosenkranz requesting wage statement and clock-in/clock-out records in Excel format	0.1	\$400.00	\$40.00
9/11/2020	C. Payton	Call with Expert to discuss data analysis	0.6	\$400.00	\$240.00
9/11/2020	C. Payton	Review draft mediation brief from S Dogra and R Torres and make edits and additions; provide feedback re additional edits and information needed for brief	3.1	\$400.00	\$1,240.00
9/11/2020	K. Zelaya	Upload PAGA complaint to LWDA website	0.2	\$135.00	\$27.00
9/11/2020	R. Torres	Review email from C Payton re edits to mediation brief & exhibits & draft email reply; Review email from C Payton to Attorney A. Rosenkranz re request for excel format as opposed to PDF	0.3	\$500.00	\$150.00
9/14/2020	C. Payton	Email R. Torres and S. Dogra re Mediation Brief	0.1	\$400.00	\$40.00
9/14/2020	R. Torres	Review evidentiary email from attachments & make pdf exhibits; draft Mediation brief; Multiple Email with C Payton & S Dogra re exhibits & various fact issue re prep of brief; Review email from attorney M Sgnilek re PAGA data	8.5	\$500.00	\$4,250.00
9/15/2020	C. Payton	Email R. Torres, S. Dogra, A. Kasten, and K. Zelaya re Mediation Brief	0.1	\$400.00	\$40.00
9/15/2020	C. Payton	Email R. Torres re Mediation Brief finalizing	0.1	\$400.00	\$40.00
9/15/2020	C. Payton	Email R. Torres, S. Dogra, A. Kasten, and K. Zelaya re Mediation Brief exhibits	0.1	\$400.00	\$40.00
9/15/2020	C. Payton	Email R. Torres, S. Dogra, A. Kasten, and K. Zelaya separate pdfs for mediation brief edits	0.1	\$400.00	\$40.00
9/15/2020	C. Payton	Email paralegals re changing brief letterhead, turning to PDF and attaching exhibits	0.1	\$400.00	\$40.00
9/15/2020	C. Payton	Further edits to draft mediation brief; email S. Dogra and R. Torres re additional edits and information needed for brief	0.5	\$400.00	\$200.00
9/15/2020	C. Payton	Call with Expert to discuss data analysis	0.7	\$400.00	\$280.00
9/15/2020	K. Zelaya	Combine exhibits for mediation brief	0.2	\$135.00	\$27.00
9/15/2020	K. Zelaya	Email C. Payton re combined exhibits	0.1	\$135.00	\$13.50
9/15/2020	R. Torres	Review email from C Payton to S Dogra re unpaid bonuses; Review email from S Dogra to C Payton re same; Prep all exhibits; Continue drafting Mediation brief; Draft email to C Payton re above; Draft multiple email re exhibits and brief.	6.3	\$500.00	\$3,150.00
9/16/2020	C. Payton	Email to defense counsel re PAGA data issues and mediation brief; calculations re: PAGA period	0.9	\$400.00	\$360.00
9/16/2020	C. Payton	Review/analyze data calculations from Expert and provide feedback and request memo explaining how arrived at calculations	0.9	\$400.00	\$360.00
9/16/2020	C. Payton	Review/analyze data calculations from Expert and provide feedback and request memo explaining how arrived at calculations	0.9	\$400.00	\$360.00
9/16/2020	K. Zelaya	Finalize brief, update date, email to C. Payton	0.2	\$135.00	\$27.00

9/16/2020	R. Torres	Review email from C Payton to defense counsel re PAGA data issues & attached mediation brief (WIP)	0.2	\$500.00	\$100.00
9/17/2020	C. Payton	Review/analyze revised data calculations and memo from expert and email re: additional calculations for alternate PAGA period proposed by defense counsel	0.7	\$400.00	\$280.00
9/17/2020	R. Torres	Review email from attorney M Sgnilek to C Payton re PAGA issues	0.2	\$500.00	\$100.00
9/18/2020	A. Kasten	Update Zoom Meeting to the calendar	0.1	\$100.00	\$10.00
9/18/2020	C. Payton	Email Plaintiff's Mediation Brief to Mediator and all parties	0.1	\$400.00	\$40.00
9/18/2020	C. Payton	Email A.Kasten re Zoom Meeting with OC	0.1	\$400.00	\$40.00
9/18/2020	C. Payton	Email Plaintiff's Mediation Brief to Mediator and all parties with all exhibits bookmarked	0.1	\$400.00	\$40.00
9/18/2020	K. Zelaya	Bookmark exhibits 13 and 14 of Brief; email to attorneys	0.1	\$135.00	\$13.50
9/18/2020	K. Zelaya	Email Mike re: Printing mediation brief and delivering a courtesy copy to mediator's address	0.2	\$135.00	\$27.00
9/18/2020	R. Torres	Review multiple email from C Payton to Mediator re attached mediation brief; Draft multiple email to C Payton re bookmarking exhibits in Mediation Brief and review multiple email replies re same; Review email from C Payton to defense counsel re PAGA data issues & attached mediation brief	0.6	\$500.00	\$300.00
9/21/2020	C. Payton	Email A.Kasten and K.Zelaya re Call to discuss further calculations for Villalpando Case	0.1	\$400.00	\$40.00
9/21/2020	C. Payton	Call with A.Kasten and K.Zelaya to discuss further calculations for Villalpando Case	0.4	\$400.00	\$160.00
9/21/2020	C. Payton	Telephone conference with R. Torres & S. Dogra re mediation	0.5	\$400.00	\$200.00
9/21/2020	R. Torres	Telephone conference with C Payton & S Dogra re mediation; Telephone call/voicemail to mediator S Rottman; Draft email to C Payton & S Dogra re above; Review multiple email from Attorney M Sgnilek & attached draft individual settlement agreement & proposed PAGA MOU; Review email from C Payton to M Sgnilek re same; Review calendar invite re mediation	2.3	\$500.00	\$1,150.00
9/21/2020	S. Dogra	Telephone conference with C. Payton & R. Torres re mediation	0.5	\$325.00	\$162.50
9/22/2020	A. Kasten	Prepare Pay Period Summary	3.8	\$100.00	\$380.00
9/22/2020	A. Kasten	Look at docket and find the soonest date to file a Motion for Approval of Settlement	0.2	\$100.00	\$20.00
9/22/2020	C. Payton	Prepare for and attend mediation	10	\$400.00	\$4,000.00
9/22/2020	C. Payton	Email A.Kasten and K.Zelaya re Pay Period Summary	0.1	\$400.00	\$40.00
9/22/2020	C. Payton	Email A.Kasten re soonest date to file a Motion for Approval of Settlement	0.1	\$400.00	\$40.00
9/22/2020	K. Zelaya	Prepare and email C. Payton and A.Kasten payroll summary spreadsheet	0.2	\$135.00	\$27.00
9/22/2020	K. Zelaya	Prepare Pay Period Summary	3.5	\$135.00	\$472.50
9/22/2020	R. Torres	Prepare for and Attend Mediation; meet w C Payton and S Dogra; Review email from S Dogra re draft Settlement Agreement and MOU with her edits; Review email from C Payton to mediator Rottman re attached a spreadsheet, timecards and paystubs; Review email from C Payton re PAGA Rough Calculations and attached spreadsheet	10	\$500.00	\$5,000.00
9/22/2020	S. Dogra	Prepare for and attend mediation	10	\$325.00	\$3,250.00
10/14/2020	R. Torres	Review email from M Sgnilek re attached revised individual Settlement Agreement; Review email from C Payton re Settlement Agreement changes by defense counsel and 2 attached versions; Revise and comment on same; Draft email to C Payton & S Dogra re changes to settlement agreement; review email from S Dogra re attached drafts of P&A and ex parte	1	\$500.00	\$500.00
10/16/2020	R. Torres	Review email from C Payton re attached Settlement Agreement draft and comments; Draft email to S Dogra re any comments; Review email from C Payton re to write M Sgnilek; Draft email reply; revise Settlement Agreement Draft; Draft email to attorney M Sgnilek re attached redraft; Draft email to client re status and settlement language re liens	2.3	\$500.00	\$1,150.00
10/19/2020	R. Torres	Review email from attorney M Sgnilek & attached revised Settlement Agreement; Draft email to C Payton & S Dogra re same; review email from client re status; Draft email reply; Review email from client in Reply to C Payton's of 1009; Review email from M Sgnilek re attached Joint Stipulation re PAGA; review email from Client in reply re liens	0.8	\$500.00	\$400.00
10/21/2020	R. Torres	Review email from client re status; Draft email reply; Review email from C Payton re M Sgnilek's proposed long form PAGA agreement; Draft email reply to C Payton & S Dogra	0.5	\$500.00	\$250.00
10/26/2020	R. Torres	Review email from C Payton re responding to Sgnilek re final Individual Settlement agreement; Draft email to C Payton & S Dogra re any comments by S Dogra; Review email from S Dogra re same; Review M Sgnilek's draft and revise with accepted changes and comments; Draft email to C Payton & S Dogra re same; Review email from client re status	0.7	\$500.00	\$350.00
10/27/2020	R. Torres	Review email from C Payton re Individual and PAGA settlement Agreements; Draft revisions re PAGA agreement; Draft email to C Payton & S Dogra re same; Review email from C Payton re send Individual Agreement now, she'll review PAGA later this pm; Continue drafting Individual agreement re liquidated damages; Draft email to attorney re attached Individual Agreement; Review email from C Payton & attached PAGA Agreement; Continue drafting PAGA Agreement; Draft email to attorney Sgnilek re attached PAGA agreement	1.5	\$500.00	\$750.00
10/29/2020	R. Torres	Review email from client re status and Draft email reply	0.1	\$500.00	\$50.00
10/30/2020	R. Torres	Review email from attorney re approved version of Individual settlement; Compare documents; Draft email to attorney confirming.	0.3	\$500.00	\$150.00

11/6/2020	R. Torres	Review email from client re status	0.1	\$500.00	\$50.00
11/12/2020	R. Torres	Review email from Attorney Sgnilek in Reply to C Payton's 1110; Telephone conference with Client re status; Draft email to C Payton & S Dogra re above	0.3	\$500.00	\$150.00
11/16/2020	C. Payton	Email to M. Sniglek re Arbitration in individual Agreement	0.1	\$400.00	\$40.00
11/16/2020	R. Torres	Review email from M Sgnilek re PAGA agreement ok but want Arbitration in Individual Agreement; Review multiple email from C Payton re above; Draft multiple email to C Payton & S Dogra re above; Draft email to M Sgnilek re opposition to arbitration; Review email from client re status & Reply by C Payton	0.8	\$500.00	\$400.00
11/17/2020	C. Payton	Email to M. Sniglek re arbitration issue and finalizing individual settlement agreement	0.1	\$400.00	\$40.00
11/17/2020	R. Torres	Review email from client re arbitration clause; Review email from C Payton to M Sgnilek re arbitration issue and getting individual settlement agreement done	0.2	\$500.00	\$100.00
11/18/2020	C. Payton	Email client re case status	0.1	\$400.00	\$40.00
11/18/2020	R. Torres	Review email from C Payton to M Sgnilek re arbitration; Review email from K Zelaya re attached PAGA ex parte P&A & Declaration; Draft email reply re page numbering; Review multiple email from C Payton same; Review email from C Payton to Client re status; Review multiple email from C Payton to M Sgnilek re attached Ex Parte re PAGA and Declaration, and proposed order and judgment	0.8	\$500.00	\$400.00
11/19/2020	C. Payton	Email Villalpando re settlement agreement/PAGA claim	0.1	\$400.00	\$40.00
11/19/2020	C. Payton	Email OC re Villalpando email address	0.1	\$400.00	\$40.00
11/19/2020	C. Payton	Email client re signing documents	0.1	\$400.00	\$40.00
11/19/2020	R. Torres	Review email from attorney J Stilz & Attached draft; Draft email to attorney re individual settlement agreement acceptable; Review email from C Payton to Client re signing documents; Review multiple email from C Payton, Client, & defense counsel re settlement final signed and re ex parte	0.8	\$500.00	\$400.00
11/20/2020	A. Kasten	Send Villalpando W-4 to sign	0.1	\$100.00	\$10.00
11/20/2020	A. Kasten	Re-Send Villalpando W-4 to sign	0.1	\$100.00	\$10.00
11/20/2020	C. Payton	Email A.Kasten re W-4 with actual signature and new agreement sent by OC	0.1	\$400.00	\$40.00
11/20/2020	C. Payton	Email Villalpando re W-4	0.1	\$400.00	\$40.00
11/20/2020	R. Torres	Review email from C Payton to M Sgnilek re errors in PAGA Stipulation; Review multiple email to/from client re same; Review email from J Stilz and attached PAGA Notice; Review email reply by C Payton; Review email from Client re W4 and Reply email from C Payton	0.6	\$500.00	\$300.00
11/23/2020	R. Torres	Review email from C Payton to J Stilz (defense counsel) re PAGA Agreement and ex parte this week; Review email from client & Reply by C Payton re Document from Red Sparrow mailed to Joel's old address; Review email to/from client re signing Agreement; Review email from C Payton re Agreement signed; Review email reply from J Stilz	0.4	\$500.00	\$200.00
11/24/2020	C. Payton	Email OC re signed agreements	0.1	\$400.00	\$40.00
11/24/2020	R. Torres	Review email from J Stilz re edit to Individual agreement; Telephone conference with C Payton re same; Review multiple email from C Payton to/from Client re signing revised agreement; Review email from C Payton re Agreement signed	0.4	\$500.00	\$200.00
11/25/2020	C. Payton	Email K.Zelaya agreement to save to file	0.1	\$400.00	\$40.00
11/25/2020	K. Zelaya	Download and save Settlement Agreement that is to be lodged under seal	0.1	\$135.00	\$13.50
11/30/2020	C. Payton	Email opposing counsel re executed individual Agreement	0.1	\$400.00	\$40.00
11/30/2020	R. Torres	Review email from C Payton to J Stilz re received executed individual agreement but not PAGA; Review email from J Stilz re same	0.2	\$500.00	\$100.00
12/1/2020	R. Torres	Review multiple email from/to C Payton & Client re status re signing documents and hearing date	0.2	\$500.00	\$100.00
12/3/2020	R. Torres	Review multiple Email Calendar invites re Status Conference 3/11/2021 & Joint Statement due 3/4/2021; Review email from C Payton re Ex Parte denied today and issues for Noticed Motion; Review email from client re evidence	0.4	\$500.00	\$200.00
12/7/2020	R. Torres	Review multiple email from/to C Payton & K Zelaya re reserving hearing date and prep of motion papers; draft email to Client re prep of noticed motion; Review email from client re same	0.4	\$500.00	\$200.00
TOTALS:			217.3		\$80,475.00

EXHIBIT B-2

TIMESHEET FOR WORK ON PAGA CLAIMS ONLY (EXHIBIT B-2)					
Date	Attorney or Paralegal	Description	Time	Fee Amount	Total
9/23/2020	C. Payton	Email A.Kasten re Minute Order	0.1	\$400.00	\$40.00
9/23/2020	C. Payton	Email to R. Torres re conference with client; settlement structure/process re PAGA and PAGA assignment	0.1	\$400.00	\$40.00
9/23/2020	R. Torres	Review multiple email from C Payton re Conference with client and multiple replies re same; Review email calendar invite re conference with defense counsel re settlement details; Telephone conference C Payton, S Dogra & Client re settlement structure/process re PAGA; Telephone conference C Payton re same; Telephone conference C Payton & S Dogra re same; Review multiple email from S Dogra & C Payton & Draft multiple email replies re contacting Client re call with defense counsel; Review multiple email from C Payton re attached Minute Order re PAGA reassignment; Review email from S Dogra re same	2.7	\$500.00	\$1,350.00
9/23/2020	S. Dogra	Phone call with opposing counsel	0.5	\$325.00	\$162.50
9/24/2020	A. Kasten	Save Minute Order to the file	0.6	\$100.00	\$60.00
9/24/2020	A. Kasten	Prepare Notice of Court Order to OC	0.3	\$100.00	\$30.00
9/24/2020	C. Payton	Email A.Kasten re call with complex court for Villalpando	0.1	\$400.00	\$40.00
9/24/2020	R. Torres	Review email from AK & Attached (1) Minute order re reassignment to Complex, and (2) Notice; Review multiple email from S Dogra re Court's Motion calendar and ex parte or shortened notice; Draft multiple email replies	0.5	\$500.00	\$250.00
9/24/2020	S. Dogra	Email to R. Torres re Court's Motion calendar and ex parte or shortened notice	0.1	\$325.00	\$32.50
9/24/2020	S. Dogra	Call OC Court re ex parte	0.4	\$325.00	\$130.00
9/25/2020	A. Kasten	Prepare Notice of Payment of Complex Fee	0.3	\$100.00	\$30.00
9/25/2020	A. Kasten	File Notice of Court Order	0.1	\$100.00	\$10.00
9/25/2020	A. Kasten	Serve OC Notice of Court Order	0.1	\$100.00	\$10.00
9/25/2020	A. Kasten	Call the courtroom clerk re payment of complex fees	0.2	\$100.00	\$20.00
9/25/2020	A. Kasten	File Notice of Payment of Complex Fee	0.2	\$100.00	\$20.00
9/25/2020	A. Kasten	Serve OC Notice of Payment of Complex Fee	0.1	\$100.00	\$10.00
9/25/2020	C. Payton	Email A.Kasten re call courtroom clerk re payment of complex fees	0.1	\$400.00	\$40.00
9/25/2020	R. Torres	Review multiple email from AK & Attached Notice of payment of Complex Fee, & Notice of Order	0.2	\$500.00	\$100.00
9/26/2020	R. Torres	Review email from attorney Sgnilek re joint stipulation and/or ex parte; Review email from S Dogra re attached ex parte and Joint Stip drafts	0.4	\$500.00	\$200.00
9/26/2020	S. Dogra	Email to R. Torres re draft of ex parte and Joint Stipulation drafts	0.1	\$325.00	\$32.50
9/26/2020	S. Dogra	Research and draft ex parte app for PAGA approval	5	\$325.00	\$1,625.00
9/28/2020	A. Kasten	Save E-filed Notice of Payment of Complex Fee	0.1	\$100.00	\$10.00
9/28/2020	C. Payton	Email A.Kasten re Expert Fee for Villalpando PAGA Damages Analysis	0.1	\$400.00	\$40.00
9/28/2020	C. Payton	Email to S. Dogra re ex parte and Joint Stipulation drafts	0.1	\$400.00	\$40.00
9/28/2020	K. Zelaya	Prepare draft of Ex Parte Application for Approval of PAGA Settlement	1.4	\$135.00	\$189.00
9/28/2020	R. Torres	Review email from C Payton reply to S Dogra re ex parte and Joint Stip drafts	0.1	\$500.00	\$50.00
9/29/2020	K. Zelaya	Update draft of Ex Parte Application for Approval of PAGA Settlement	0.2	\$135.00	\$27.00
10/1/2020	C. Payton	Email S.Dogra and R. Torres re edits to Ex Parte Docs	0.1	\$400.00	\$40.00
10/1/2020	R. Torres	Review email from C Payton to defense counsel re ex parte & setting Telephone conference to discuss; Review email from C Payton to S Dogra & attached Joint Stip and P&A for ex parte and PAGA settlement, and spreadsheet re attorney re fees & costs breakdown	0.5	\$500.00	\$250.00
10/2/2020	R. Torres	Review email from C Payton to S Dogra re sending drafts to defense counsel; Review email from S Dogra to C Payton re same; Review email from M Sgnilek re conference	0.2	\$500.00	\$100.00
10/3/2020	C. Payton	Email to M. Sgnilek re conference time and Phoenix quote re PAGA administration	0.1	\$400.00	\$40.00
10/3/2020	R. Torres	Review email from C Payton to M Sgnilek re conference time and attached Phoenix quote re PAGA administration	0.1	\$500.00	\$50.00
10/5/2020	R. Torres	Review email from M Sgnilek re scheduling conference time & reply by C Payton re same	0.1	\$500.00	\$50.00
10/6/2020	C. Payton	Telephone conference with R. Torres & S. Dogra & conference call with defense counsel re ex parte & settlement agreement;	0.6	\$400.00	\$240.00
10/6/2020	R. Torres	Telephone conference with C Payton & S Dogra & conference call with defense counsel re ex parte & settlement agreement; Review email from client re telephone number & draft email reply	0.8	\$500.00	\$400.00
10/6/2020	S. Dogra	Telephone conference with C. Payton & R. Torres & conference call with defense counsel re ex parte & settlement agreement;	0.6	\$325.00	\$195.00
10/7/2020	A. Kasten	Prepare Notice of Fees Due Electronic Filing	0.3	\$100.00	\$30.00
10/7/2020	A. Kasten	Call American Legal Net re filing	0.2	\$100.00	\$20.00
10/7/2020	A. Kasten	Mail Notice of Fees Due	0.1	\$100.00	\$10.00
10/7/2020	C. Payton	Email A.Kasten re Notice of Fees Due Electronic Filing	0.1	\$400.00	\$40.00
10/7/2020	C. Payton	Email A.Kasten re calling American Legal Net	0.1	\$400.00	\$40.00
10/7/2020	C. Payton	Email A.Kasten re mailing Notice of Fees Due	0.1	\$400.00	\$40.00

10/7/2020	R. Torres	Review & revise Settlement agreement; Draft email to C Payton & S Dogra re same; Review & revise MOU; Draft email to C Payton & S Dogra re same; Review multiple email from client re status; Draft email to client re number to call; Draft email to C Payton & S Dogra re above	4.3	\$500.00	\$2,150.00
10/8/2020	C. Payton	Email re Settlement agreement and MOU Edits	0.1	\$400.00	\$40.00
10/9/2020	R. Torres	Review email from attorney M Sgnilek re Settlement Agreement & MOU drafts; Review email from C Payton re Settlement agreement and MOU Edits; Review C Payton's edits and R Torres draft; Draft email to C Payton & S Dogra re above; Review email from C Payton to Client re questions re Settlement Agreement terms; Review email from C Payton re Company property to return; Draft reply email re same	1.5	\$500.00	\$750.00
10/13/2020	C. Payton	Email K.Zelaya re updating date on Ex Parte Application	0.1	\$400.00	\$40.00
10/13/2020	C. Payton	Email S. Dogra re Declaration needed for Ex Parte Application	0.1	\$400.00	\$40.00
10/13/2020	K. Zelaya	Update Ex Parte Docs	0.1	\$135.00	\$13.50
10/13/2020	R. Torres	Review email from C Payton to S Dogra re status of Declaration for ex parte; Review email from attorney Sgnilek to C Payton re settlement docs	0.2	\$500.00	\$100.00
10/14/2020	A. Kasten	Compare to Track Edits Between two versions of Villalpando Agreements	0.3	\$100.00	\$30.00
10/14/2020	C. Payton	Email A.Kasten re Compare to Track Edits Between two versions of Villalpando Agreements	0.1	\$400.00	\$40.00
10/14/2020	C. Payton	Email R. Torres re email defense counsel and settlement agreement changes	0.1	\$400.00	\$40.00
10/16/2020	C. Payton	Email R. Torres re revised settlement agreement with C. Payton comments	0.1	\$400.00	\$40.00
10/16/2020	C. Payton	Email R. Torres re S. Dogra revised settlement agreement	0.1	\$400.00	\$40.00
10/21/2020	C. Payton	Email to R. Torres re proposed long form PAGA agreement	0.1	\$400.00	\$40.00
10/22/2020	A. Kasten	Search case hearings	0.2	\$100.00	\$20.00
10/22/2020	R. Torres	Review, edit and comment PAGA Agreement draft by attorney M Sgnilek	0.6	\$500.00	\$300.00
10/24/2020	C. Payton	Email R. Torres re PAGA settlement	0.1	\$400.00	\$40.00
10/27/2020	C. Payton	Email R. Torres re edits to settlement agreement	0.1	\$400.00	\$40.00
10/27/2020	C. Payton	Email R. Torres re further edits to settlement agreement	0.1	\$400.00	\$40.00
11/10/2020	C. Payton	Email to M. Sgnilek re settlement agreement and ex parte input	0.1	\$400.00	\$40.00
11/10/2020	R. Torres	Review email from C Payton to M Sgnilek re settlement agreement and ex parte input	0.1	\$500.00	\$50.00
11/17/2020	C. Payton	Email K.Zelaya updated declaration re PAGA Ex Parte and edits needed	0.1	\$400.00	\$40.00
11/18/2020	C. Payton	Edit Ex Parte Docs and email to opposing counsel	0.1	\$400.00	\$40.00
11/18/2020	K. Zelaya	Update Ex Parte Docs per discussion with C.Payton; email for review	2.3	\$135.00	\$310.50
11/18/2020	K. Zelaya	Email S. Dogra, R. Torres, and C. Payton re review of Ex Parte Docs	0.2	\$135.00	\$27.00
11/18/2020	K. Zelaya	Email S. Dogra Track changes version of Ex Parte Docs	0.1	\$135.00	\$13.50
11/18/2020	K. Zelaya	Prepare draft of Proposed Order and Judgment	0.4	\$135.00	\$54.00
11/20/2020	C. Payton	Email OC re further edits to settlement agreement/circulate stipulation	0.1	\$400.00	\$40.00
11/23/2020	C. Payton	Email OC re circulate the PAGA agreement	0.1	\$400.00	\$40.00
11/23/2020	C. Payton	Email K.Zelaya re edits needed indicating that motion is "unopposed"	0.1	\$400.00	\$40.00
11/23/2020	C. Payton	Email K.Zelaya re citations to declaration and formatting issues on Ex Parte Docs	0.1	\$400.00	\$40.00
11/23/2020	K. Zelaya	Make edits to Ex Parte Docs per C.Payton's email	0.4	\$135.00	\$54.00
11/24/2020	K. Zelaya	Update citations and formatting on Ex Parte documents	0.8	\$135.00	\$108.00
12/1/2020	C. Payton	Email K.Zelaya exhibits to declaration in Ex Parte Application	0.1	\$400.00	\$40.00
12/1/2020	C. Payton	Draft all Ex Parte Motion documents	2.3	\$400.00	\$920.00
12/1/2020	K. Zelaya	Email C. Payton updated Ex Parte Docs and Exhibits	0.2	\$135.00	\$27.00
12/2/2020	A. Kasten	Schedule CourtCall for C. Payton Ex-Parte Hearing	0.2	\$100.00	\$20.00
12/2/2020	C. Payton	Email K. Zelaya re updating declaration from S. Dogra to C. Payton, and updating citations	0.2	\$400.00	\$80.00
12/2/2020	C. Payton	Email A.Kasten and K.Zelaya re E-Filing Status	0.1	\$400.00	\$40.00
12/2/2020	C. Payton	Review/edit all Ex Parte Motion documents	3.5	\$400.00	\$1,400.00
12/2/2020	C. Payton	Email to M. Sgnilek re Ex Parte Notice	0.2	\$400.00	\$80.00
12/2/2020	K. Zelaya	Update declaration and citations per C.Payton's email	0.5	\$135.00	\$67.50
12/2/2020	K. Zelaya	Finalize all Ex Parte Motion documents and submit for filing	0.7	\$135.00	\$94.50
12/2/2020	K. Zelaya	Call the courtroom clerk and filing clerk re Ex Parte Docs submitted	0.2	\$135.00	\$27.00
12/2/2020	K. Zelaya	Serve opposing counsel with Ex Parte Documents and upload to LWDA website	0.4	\$135.00	\$54.00
12/2/2020	R. Torres	Review email from C Payton re ex parte notice; Review email reply from M Sgnilek	0.1	\$500.00	\$50.00
12/3/2020	C. Payton	Forward Court's Minute Order to K.Zelaya	0.1	\$400.00	\$40.00
12/3/2020	C. Payton	Prepare for and attend Ex Parte Hearing via Courtcall; email attorneys with hearing updates; and call with M Sgnilek regarding amended agreement and PAGA motion	1.6	\$400.00	\$640.00
12/3/2020	K. Zelaya	Save Minute Order to file and calendar dates	0.2	\$135.00	\$27.00
12/3/2020	K. Zelaya	Check the Court's website for earliest available date for PAGA Approval Motion; email dates to attorneys with deadlines to submit motion	0.3	\$135.00	\$40.50
12/7/2020	C. Payton	Email K.Zelaya re reserving motion date	0.1	\$400.00	\$40.00
12/7/2020	C. Payton	Call with K.Zelaya re Motion filing deadline	0.1	\$400.00	\$40.00

12/7/2020	K. Zelaya	Reserve motion date, email attorneys	0.1	\$135.00	\$13.50
12/7/2020	K. Zelaya	Call with C. Payton re Motion filing deadline	0.1	\$135.00	\$13.50
12/8/2020	C. Payton	Review email from S. Dogra and respond to questions	0.1	\$400.00	\$40.00
12/8/2020	R. Torres	Review email from S Dogra re attached Motion draft; Review email from C Payton re same and re attached Phoenix Administration quote	0.3	\$500.00	\$150.00
12/8/2020	S. Dogra	Email to R. Torres with attached Motion Draft	0.1	\$325.00	\$32.50
12/8/2020	S. Dogra	Prepare Working Draft of PAGA approval motion; email to co-counsel with questions	3	\$325.00	\$975.00
12/9/2020	C. Payton	Review revised settlement agreement and email M. Sgnilek re: changes	0.4	\$400.00	\$160.00
12/9/2020	R. Torres	Review multiple email from M Sgnilek re attached Joint Stip; Review multiple email replies from C Payton re scope of "released parties"	0.2	\$500.00	\$100.00
12/11/2020	C. Payton	Make edits to Joint Stipulation re PAGA and email to M. Sniglek	0.2	\$400.00	\$80.00
12/11/2020	R. Torres	Review email from C Payton to M Sgnilek re attached Joint Stip re PAGA	0.1	\$500.00	\$50.00
12/18/2020	C. Payton	Follow-up email to M Sgnilek re attached Joint Stip re PAGA	0.1	\$400.00	\$40.00
12/18/2020	R. Torres	Review multiple email from C Payton re PAGA motion; Draft multiple email to C Payton re same; Review multiple email from S Dogra re same; Review email from C Payton to M Sgnilek re Defendants to sign Amended PAGA agreement	0.5	\$500.00	\$250.00
12/21/2020	C. Payton	Email K. Zelalya re edits to draft PAGA approval motion	0.2	\$400.00	\$80.00
12/21/2020	C. Payton	Review and respond to email from M Sgnilek re Defendants still not signed Amended PAGA Agreement	0.1	\$400.00	\$40.00
12/21/2020	R. Torres	Review email from M Sgnilek re Defendants still not signed Amended PAGA Agreement	0.1	\$500.00	\$50.00
12/22/2020	C. Payton	Review email from J Stilz re attached fully executed PAGA Settlement Agreement; review Agreement	0.1	\$400.00	\$40.00
12/22/2020	R. Torres	Review email from J Stilz re attached fully executed PAGA Settlement Agreement.	0.1	\$500.00	\$50.00
12/23/2020	C. Payton	Review/edit draft PAGA approval motion	1.9	\$400.00	\$760.00
12/24/2020	C. Payton	Finalize draft PAGA approval motion and send to defense counsel for review	1.3	\$400.00	\$520.00
12/24/2020	C. Payton	Finalize draft PAGA approval motion and send to defense counsel for review	1.3	\$400.00	\$520.00
12/24/2020	R. Torres	Review email from C Payton to J Stilz re attached Motion draft; review email reply from M Sgnilek	0.1	\$500.00	\$50.00
1/7/2021	C. Payton	Follow up with defense counsel re: review of PAGA approval motion	0.1	\$400.00	\$40.00
1/7/2021	R. Torres	Review email from C Payton re: review of PAGA approval motion; Review email	0.1	\$500.00	\$50.00
1/12/2021	R. Torres	Review email from Defense Counsel and attached revised draft of Motion	0.2	\$500.00	\$100.00
1/13/2021	C. Payton	Review PAGA approval motion with redlined edits from defense counsel	0.3	\$400.00	\$120.00
1/18/2021	C. Payton	Respond email from M Sgnilek re filing of PAGA approval motion	0.1	\$400.00	\$40.00
1/19/2021	R. Torres	Review email from defense counsel re Motion status; Review email reply by C Payton	0.1	\$500.00	\$50.00
1/19/2021	C. Payton	Email K. Zelaya instructions to prepare shells of supporting documents for PAGA approval motion and hearing dates	0.5	\$400.00	\$200.00
1/20/2021	C. Payton	Prepare Plaintiff's declaration in support of PAGA approval motion and email to client to review, edit, and sign	0.9	\$400.00	\$360.00
1/21/2020	R. Torres	Review multiple email to/from C Payton & Client and Declaration	0.3	\$500.00	\$150.00
1/22/2021	K. Zelaya	Prepare shells of supporting documents for PAGA approval motion and hearing dates	2.3	\$135.00	\$310.50
1/22/2021	C. Payton	Email K. Zelaya re hearing dates	0.1	\$400.00	\$40.00
1/25/2021	K. Zelaya	Email C. Payton re hearing dates and reserve date	0.1	\$135.00	\$13.50
1/25/2021	C. Payton	Review/revise Declaration of Chantal Payton, Judgment, Declaration of Service, and Further edits to PAGA approval motion	4.5	\$400.00	\$1,800.00
1/26/2021	C. Payton	Finalize PAGA approval motion and supporting documents	1.1	\$400.00	\$440.00
1/25/2021	K. Zelaya	Further work on PAGA approval motion and supporting documents	1.7	\$135.00	\$229.50
1/25/2021	R. Torres	Review email from C Payton re hearing reserved and filing deadline; Review multiple email to/from C Payton and client re same	0.2	\$500.00	\$100.00
1/26/2021	K. Zelaya	Compile exhibits and assist with finalizing PAGA approval motion and supporting documents	1.4	\$135.00	\$189.00
2/25/21	S. Dogra	Review and discuss court's tentative ruling internally	0.3	\$325.00	\$97.50
2/25/21	C. Payton	Review and discuss court's tentative ruling internally	0.3	\$400.00	\$120.00
2/25/21	R. Torres	Review and discuss court's tentative ruling internally	0.3	\$500.00	\$150.00
2/26/21	C. Payton	Prepare for and attend Approval Hearing	0.7	\$400.00	\$280.00
2/26/21	C. Payton	Prepare for and attend Approval Hearing	0.7	\$400.00	\$280.00
3/1/21	R. Torres	Review Email from C Payton to defense counsel re amending PAGA Settlement Agreement	0.1	\$500.00	\$50.00
3/2/21	R. Torres	Review and Reply to multiple email from Defense counsel & C Payton re scheduling meeting to discuss issues remaining for Supp Brie; Review and draft multiple email re Joint Status Conference statement	0.4	\$500.00	\$200.00
3/5/2021	R. Torres	Multiple email re scheduling conference with defense counsel.	0.2	\$500.00	\$100.00
3/8/2021	R. Torres	Review email from defense counsel re availability for conference	0.1	\$500.00	\$50.00
3/9/2021	S. Dogra	Phone call with opposing counsel regarding resolution of issues surrounding approval of PAGA settlement and amendments to PAGA settlement agreement; internal discussion regarding same	1.2	\$325.00	\$390.00

3/9/2021	C. Payton	Phone call with opposing counsel regarding resolution of issues surrounding approval of PAGA settlement and amendments to PAGA settlement agreement; internal discussion regarding same	1.5	\$400.00	\$600.00
3/9/2021	R. Torres	Phone call with opposing counsel regarding resolution of issues surrounding approval of PAGA settlement and amendments to PAGA settlement agreement; internal discussion regarding same	1.5	\$500.00	\$750.00
3/10/2021	R. Torres	Multiple email with C Payton re Supp Brief; Begin draft of Supplemental Brief	1.6	\$500.00	\$800.00
3/10/2021	C. Payton	Continue draft of Supplemental Brief	0.5	\$400.00	\$200.00
3/10/21	S. Dogra	Revise draft of Supplemental Brief	3	\$325.00	\$1,050.00
3/11/2021	R. Torres	Review email from C Payton to S DOgra re Supp Brief	0.1	\$500.00	\$50.00
3/20/2021	R. Torres	Reveiw email from S Dogra re revisions to Supp Brief and attached draft	0.2	\$500.00	\$100.00
3/22/2021	R. Torres	Review, revise & comment on S Dogra draft of Supp Brief; Draft email to S Dogra & C Payton	0.5	\$500.00	\$250.00
3/24/2021	R. Torres	Review multiple email with defense counsel re progress on Settlement Agreement; Review email from C Payton and attached revised Supp brief; Draft revisions to Sup Brief; Draft Email to C Payton & S Dogra re same	0.8	\$500.00	\$400.00
3/2/2021	R. Torres	Review email from defense counsel re revised PAGA Settlement Agreement	0.1	\$500.00	\$50.00
3/26/2021	R. Torres	Review Multiple email from C. Payton & S. Dogra & draft multiple replies re brief; Draft further revisions to Supp Brief; Draft email to defense counsel re Brief	2	\$500.00	\$1,000.00
3/26/2021	C. Payton	Review Multiple email from R. Torres & S. Dogra & draft multiple replies re brief	0.5	\$400.00	\$200.00
3/29/2021	R. Torres	Multiple email w C Payton re final preparation for submission of Supp Brief; Review Settlement Agreement draft from defense counsel, crosscheck same with Supp Brief; Continue revising and add comments to Settlement Agreement	3	\$500.00	\$1,500.00
3/29/2021	C. Payton	Multiple email w R Torres re final preparation for submission of Supp Brief; Make additional edits to Settlement Agreement draft from defense counsel and send to defense counsel for review; Further work on supplement brief and send to defense counsel for review	5.3	\$400.00	\$2,120.00
3/30/2021	C. Payton	Finalize Supplemental Brief and Settlement Agreement after receiving comments from defense counsel; finalize and compile exhibits	1.1	\$400.00	\$440.00
3/30/2021	K. Zelaya	File and serve supplemental brief and related documents	0.5	\$135.00	\$67.50
TBD	C. Payton	Anticipated: Preparing for and attending the Approval Hearing, administering the settlement through its conclusion, and anticipated communications with the Aggrieved Employees, the settlement administrator, the LWDA, and Defendant's counsel	4	\$400.00	\$1,600.00
TOTALS:			97.5		\$35,703.50

EXHIBIT C

Chantal McCoy Payton, Esq.
 Robert Torres, Esq.
 Laurel N. Holmes, Esq.
 Marissa L. Simmons, Esq.*
 Hayon Abdulhafiz, Esq.
 Melody R. Rissell, Esq.*

**Of Counsel*



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INVOICE

Invoice # 20033
 Date: 03/29/2021

Joel Villalpando

191010JV

Villalpando, Joel vs. Red Sparrow, Inc., et al.

Type	Date	Notes	Quantity	Rate	Total
Expense	01/30/2020	Fees: Mediation Fee	1.00	\$3,250.00	\$3,250.00
Expense	02/12/2020	Print and Mail: Serving PAGA Letter-\$15.00 (one to each Defendant) Print- 14 pgs@.10-\$1.40	1.00	\$16.40	\$16.40
Expense	02/28/2020	Print and Mail: Mail Letter to LWDA-\$0.70 Print-9pgs@.10- \$0.90	1.00	\$1.60	\$1.60
Expense	02/28/2020	Filing: Filing Fee to LWDA - \$75.00	1.00	\$75.00	\$75.00
Expense	03/20/2020	Filing: File Complaint	1.00	\$455.18	\$455.18
Expense	06/03/2020	Filing: TurboCourt - File Summons	1.00	\$16.60	\$16.60
Expense	06/11/2020	Filing: TurboCourt - FAC	1.00	\$16.60	\$16.60
Expense	07/10/2020	Print and Mail: Serve/Mail Service Package - 3.05*3 = 9.15 Print - 167 pgs@.10 = 16.70	1.00	\$25.85	\$25.85
Expense	09/28/2020	Fees: File and Pay Complex Fee	1.00	\$1,000.00	\$1,000.00
Expense	09/29/2020	Fees: Expert Fee for Villalpando PAGA Damages Analysis	1.00	\$1,680.00	\$1,680.00
Expense	10/07/2020	Print and Mail: Notice of Fees Due (Complex)	1.00	\$0.85	\$0.85

Mailing Costs: \$0.55 Printing Costs: 3pgs@.10 - \$0.30					
Expense	12/02/2020	Filing: File Ex Parte Motion for Approval of PAGA settlement	1.00	\$108.59	\$108.59
Expense	12/02/2020	Filing: Courtcall for Ex Parte Motion for Approval of PAGA settlement for Chantal Payton	1.00	\$94.00	\$94.00
Expense	01/26/2021	Filing: Reserve and File Motion for final Approval of PAGA Settlement	1.00	\$108.58	\$108.58
Expense	02/26/2021	Filing: Courtcall Fee for Appearance for Chantal Payton at hearing on Motion for Approval of PAGA settlement	1.00	\$94.00	\$94.00
Expense	04/09/2021	Fees: Future estimated costs	1.00	\$200.00	\$200.00
Expense	04/09/2021	Filing: Courtcall Fee for Appearance for Chantal Payton at continued hearing on Motion for Approval of PAGA settlement	1.00	\$94.00	\$94.00
				Total	\$7,237.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20033	04/28/2021	\$7,237.25	\$0.00	\$7,237.25
Outstanding Balance				\$7,237.25
Total Amount Outstanding				\$7,237.25

Please make all amounts payable to: Payton Employment Law, PC

Please pay within 30 days.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action. My business address is 3807 W. Sierra Highway, Suite 206, Acton,
5 California 93510.

6 On the date set forth below, I served the document(s) described as:

- 7 **1. PLAINTIFF JOEL VILLAPANDO'S SUPPLEMENTAL BRIEF IN SUPPORT**
8 **OF UNOPPOSED MOTION AND MOTION FOR AN ORDER APPROVING**
9 **SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE**
10 **ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES,**
11 **COSTS, ENHANCEMENT PAYMENT, AND REIMBURSEMENT OF**
12 **SETTLEMENT ADMINISTRATION EXPENSES, AND DISMISSING**
13 **ACTION WITH PREJUDICE**

14 on the person(s) listed below:

15 **Matthew C. Sgnilek, Esq.**
16 **MSgnilek@ohaganmeyer.com**
17 **Jonathan Stiliz, Esq.**
18 **jstilz@ohaganmeyer.com**
19 **Ohagan Meyer**
20 **4695 MacArthur Court, Suite 210**
21 **Newport Beach, CA 92660**

Attorneys for Defendants

22 **Shalini Dogra, Esq.**
23 **Shalini@dogralawgroup.com**
24 **Dogra Law Group PC**
25 **4065 Glencoe Ave., Ste. 107**
26 **Marina Del Rey, CA 90292**

Attorneys for Plaintiff

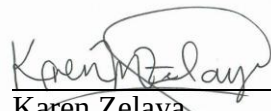
27 **LABOR & WORKFORCE**
28 **DEVELOPMENT AGENCY**
By online Submission to
www.dir.ca.gov

 X (BY EMAIL) I caused the above-transcribed documents to be transmitted by email to the addressees as set forth above.

 X (BY ONLINE UPLOAD) I caused the document(s) described above to be transmitted via online upload to the addressee(s) as set forth above.

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

Dated: March 30, 2021



Karen Zelaya