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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,

v.

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; DOES 11-
20, individuals; and DOES 21-30, inclusive,

Defendants.

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

**DECLARATION OF CHANTAL PAYTON
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR AN ORDER
APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

Date: February 26, 2021
Time: 9:00 a.m.
The Hon. William Claster
Dept. CX104
Reservation Number: 73457803

[Complaint filed: May 26, 2020]

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1. I am an attorney at law, duly licensed to practice before all courts of the State of California. I am the principal attorney of the law firm Payton Employment Law, PC, counsel for Plaintiff in this action. In that capacity, I am familiar with the day-to-day handling of this matter. If called upon to testify, I could and would competently attest to the following, which is submitted of my own personal knowledge, except as to those matters that are stated upon information and belief.

2. In this employment action, Plaintiff alleged that Defendants failed to compensate the Aggrieved Employees for all hours worked, failed to comply with all obligations surrounding overtime pay, failed to pay minimum wage for all hours worked, failed to pay the Aggrieved Employees the wage designated by contract for each and every hour or fraction thereof worked, failed to provide legally compliant meal and rest periods, failed to pay all earned wages at the conclusion of employment, failed to furnish timely wage statements accurately showing, among other things, the total hours the Aggrieved Employees worked during each pay period, and failed to reimburse necessary business expenses incurred in the course of their employment.

3. Defendants are three distinct and separate entities that collectively altogether are in the business of operating a law firm in Orange County, California, with Individual Defendant Maryam Parman as the firm's principal lawyer. Upon information and belief, while all Defendants operate out of the same office building, Red Sparrow Services Inc. primarily handles the marketing for Defendants' legal services.

4. Defendants employed Plaintiff Joel Villalpando as a non-exempt employee between August 2015 through September 2019. During approximately the first three years of his tenure, Plaintiff worked for Defendant Avrek, as reflected by his paystubs. In approximately August 2018, although Plaintiff worked out of the same office and held the same duties, his employer changed to Defendant Red Sparrow. The Aggrieved Employees are all current and former non-

1 exempt employees that performed work for Defendants at any California location during the
2 PAGA period, at any time between April 7, 2019 and September 22, 2020.

3 5. On February 13, 2020, pursuant to Labor Code § 2699.3, Plaintiff Joel Villalpando gave
4 written notice by online filing with the Labor and Workforce Development Agency (“LWDA”)
5 and by certified mail, return receipt requested, to Defendants of the specific provisions of the
6 Labor Code alleged to have been violated, including the facts and theories to support the alleged
7 violation. Attached hereto as **Exhibit “A.”**

8 6. Plaintiff submitted the Settlement Agreement, this Motion, and all supporting documents
9 to the LWDA via online upload on January 26, 2021, concurrently with the filing of this Motion.
10 Service of the LWDA is reflected on the Declaration of Service submitted herewith.

11 7. Thereafter, on May 26, 2020, after the LWDA declined to take action within the
12 statutorily permissible time with respect to Plaintiff Joel Villalpando February 13, 2020 letter,
13 Plaintiff filed his class and representative action complaint in the Los Angeles Superior Court.

14 8. Counsel for Plaintiff engaged in targeted, informal discovery of Defendants’ alleged
15 Labor Code violations, which specifically targeted evaluating the strength and value of the
16 PAGA claims in preparation for a resolution of this Action. Additionally, Counsel for all parties
17 participated in a number of telephone conferences, email exchanges, and overall litigation related
18 to the entirety of Plaintiff’s claims, including informal discovery and exchange of
19 documentation, including paystubs for aggrieved employees for analysis by Plaintiff’s counsel.
20 We obtained and reviewed multiple documents, including (i) Plaintiff’s employee file and wage
21 statements, (ii) policy documents relating to the employment of Plaintiff and other aggrieved
22 employees, and (iii) data relating to the number of alleged violations and the value of the
23 recoverable penalties.

24 9. Based on Plaintiff’s Counsel’s experience in litigating similar “representative” wage and
25 hour claims, the degree of investigation that was conducted, and the amount of data that was
26 obtained, was sufficient to determine the potential value of the PAGA claim, and to evaluate the
27 strength of this claim for purposes of settlement. To that end, Defendants maintain their position
28 that Defendants are separate entities with separate functions, during the PAGA Period Plaintiff

only worked for Defendant Red Sparrow, and Plaintiff's claims are only similar in scope and nature to those on Defendant Red Sparrow's intake team. Further, Plaintiff is the only employee of Defendant's intake team that did work remotely and worked a non-conventional schedule.

II. SETTLEMENT NEGOTIATIONS

10. The proposed settlement was reached after an extensive full-day mediation (as well as a half-day mediation prior to that during which the case did not resolve) which involved extensive negotiation discussions between experienced counsels. Based on the information received, as well as through discussions with Defendants' Counsel, Plaintiff's Counsel was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employee" for the relevant statutory period, and (ii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendants within the PAGA Period. Defendants, however, disputed Plaintiff's claims and disputed both the existence of, and extent of liability as alleged by Plaintiff.

11. In preparation for mediation, Defendants' counsel provided necessary data and information to aid in the assessment of the claims. Upon thorough review of the information, we were able to calculate a damages estimate and present an opening settlement demand.

12. After months of negotiations between the Parties, which included two mediations, further negotiations thereafter, and numerous discussions concerning the strengths and weaknesses of the claims and Defendants' various employment positions and job structures, the Parties were able to agree on a proposed settlement.

III. TERMS OF THE SETTLEMENT

13. The Parties jointly prepared and executed the Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement. **Exhibit "B"** (the "Settlement Agreement"). The Settlement Agreement sets forth the terms of the Settlement reached by the Parties, including the following key points:

- a. Defendants agree to settle this matter for the payment of Thirty-five Thousand Dollars (\$35,000.00) (hereinafter the "Gross Settlement Amount"), which shall be all inclusive, encompassing (i) all payments to the Labor and Workforce Development

Agency and Aggrieved Employees, (ii) any and all costs of third-party administration of the settlement, (iii) Plaintiff's Counsel's attorneys' fees and costs of suit, and (iv) a modest enhancement award payment to Plaintiff. See Settlement Agreement, at § 1.13a .

b. The total sum available for payment of PAGA penalties shall be calculated by deducting up to \$18,646.66 for the payment of Plaintiff's Counsel's fees and costs (up to \$11,666.66 in fees and \$6,980.00 in costs), up to \$1,000.00 for the payment of Plaintiff's Enhancement Award, and the costs of administration (up to \$1,500.00) from the \$35,000.00 Gross Settlement Amount, yielding approximately \$13,853.34. Seventy-five percent (75%) of this amount, or \$10,390.01, shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of this amount, or \$3,463.34, shall be distributed to the Aggrieved Employees. See Settlement Agreement, at § 1.7;

c. All non-exempt employees that performed work at any California location for Defendants, at any time during the PAGA Period will receive a pro rata share of the \$3,463.34 allocated to Aggrieved Employees, which shall be distributed based on the number of pay periods each Aggrieved Employee worked for Defendants in California during which shift differential wages were paid during the PAGA Period. Although these calculations will not be made until after approval, a rough estimation of the value to the 71 individuals falling within the definition of "Aggrieved Employee" may be gleaned from the fact that an equal division would provide about \$48.78 to each Aggrieved Employee, net of payments to the LWDA, to the Settlement Administrator, attorney's fees and costs. The LWDA will be paid \$10,390.01.

d. In exchange for the above settlement consideration, Defendants shall be entitled to the following release from each and every Aggrieved Employee, including Plaintiff:
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

1 discharges the Released Parties from the Released Claims (as defined in
2 paragraph 26) during the PAGA period. Aggrieved Employees, other than
3 Plaintiff, will not be deemed to have released any individual wage and hour
4 claims based on alleged violations of the Labor Code or of a California Wage
5 Order, for which they have a private right of action, by virtue of this Settlement
6 Agreement during the PAGA period. This release shall expressly exclude all
7 claims for vested benefits, wrongful termination, unemployment insurance,
8 disability, social security, workers' compensation, claims while classified as
9 exempt, and claims outside of the
10 PAGA Period." [See Settlement Agreement, at § 41).]

11 Complete And General Release of Claims by Plaintiff: In consideration for
12 receiving the PAGA Service Award Payments described above, Plaintiff hereby
13 binds himself, and all of his respective heirs, beneficiaries, trustees,
14 administrators, executors, assigns, agents and legal representatives, and hereby
15 releases, waives and forever discharges Defendants and the Released Parties
16 from, and hereby acknowledges full accord and satisfaction of, any and all
17 claims, demands, causes of action, and liabilities of any kind whatsoever (upon
18 any legal or equitable theory, whether contractual, common law or statutory,
19 under federal, state or local law or
20 otherwise), whether known or unknown, asserted or unasserted, by reason of
21 any act, omission, transaction, agreement or occurrence, that he has ever had,
22 now has or hereafter may have against Defendants and the Released Parties up
23 to and including the date the Court approves this Settlement ("Plaintiff's
24 Released Claims"). Notwithstanding any other provision of this Settlement
25 Agreement, this general release does not release any claims that cannot lawfully
26 be released. This rights he might have to recover damages, monetary or other
27 relief, whether equitable or legal, in any such proceeding concerning events or
28 actions that arose on or before the date that he signs this Settlement
Agreement." [See Settlement Agreement, at § 42).]

- e. As noted above, the Settlement Agreement does not Release Civil Code section 1542
release for the aggrieved employees and only settles claims for civil penalties under
PAGA alleged in the operative Complaint or that could have been alleged based on
the asserted facts and legal theories raised in the operative Complaint for civil
penalties under PAGA. [See Settlement Agreement, at § 43).]
- f. Settlement administration, which is to be paid from the Gross Settlement Amount,
will not exceed \$1,500.00. See Settlement Agreement, at 29. Phoenix Class Action
Administration Solutions, a reputable settlement administration company, has agreed
to administer the settlement within this amount. A true and correct copy of the quote
from Phoenix is attached hereto as **Exhibit "C."**

g. As detailed herein, Plaintiff's Counsel seek an award of attorneys' fees and litigation costs not to exceed a combined \$18,646.66 (\$11,666.66 in attorneys' fees and no greater than \$6,980.00 in costs), and Plaintiff Joel Villalpando seeks an Enhancement Award of no more than \$1,000.00. See Settlement Agreement, at 10.

h. Finally, under the terms of Settlement, the value of checks uncashed more than 180 days after issuance shall be remitted to the California State Controller's Office. See Settlement Agreement, at 35(b)(v)(2)(a).

IV. Settlement Payment to Plaintiff for Individual Claims

14. Plaintiff was a case intake specialist of Defendants who was employed by Defendants for more than four years, from August 2015 to September 2019. In his role as an intake specialist, Plaintiff held a unique role and schedule within Defendants' operations. Upon information and belief, only nine other employees fulfilled the same responsibility and work hours as Plaintiff. Hence, Plaintiff's work conditions were not common to most intake specialists. On the contrary, upon information and belief, Plaintiff's employment experience for Defendants was extremely unique to him and represented the circumstances of a small group of Defendants' employees.

15. Additionally, in his role as an Intake Specialist, Plaintiff had access to confidential information that many other non-exempt employees lacked. Given the specific duties and responsibilities that Plaintiff held, the claims he alleged against Defendants represent an individual experience that is particular to him and Plaintiff's core causes of action are appropriately alleged on an individual basis.

16. Plaintiff had individual wage and hour claims for: overtime violations, failure to provide meal and rest periods, failure to pay minimum wages, failure to provide accurate itemized wage statements, failure to timely pay all wages upon separation of employment, failure to pay reimbursements, breach of contract, and unfair competition. Throughout his employment he worked a substantial number of hours as a result of off-the-clock and on-call work that he performed without compensation, entitling him to substantial overtime, double-time, and regular wage pay, and associated derivative penalties and interest, and meal and rest period premiums.

1 Plaintiff's counsel estimated that his damages from the wage and hour claims alone totaled to
2 about \$823,038.63 (not including attorneys' fees) shortly before his case was resolved.

3 17. This was not a wage and hour case where PAGA penalties represented a
4 significant portion of the amount of damage in dispute. Indeed, according to the evidence
5 presented by Defendants' counsel, no more than nine individuals from Defendants' workforce,
6 which includes at least 100 individuals, held the same title as Plaintiff or had work hours similar
7 to his. Rather, Plaintiff's claims are individual- basis labor claims that give rise to unpaid
8 minimum, overtime, and double-time wages, unpaid commissions and bonuses, liquidated
9 damages, meal and rest break premiums, wage statement penalties, waiting-time penalties,
10 unreimbursed expenses, and statutory attorneys' fees.

11 18. In light of the insignificant number of Aggrieved employees, especially in
12 comparison to Plaintiff's overwhelming estimated damages from the violations he was
13 personally subjected to, it is likely the Court would exercise discretion to reduce PAGA penalties
14 awarded. In light of these circumstances, a significant recovery under PAGA was unlikely.

15 19. The parties negotiated and resolved all of Plaintiff's individual non-representative
16 claims in exchange for a mutual generally release with a Civil Code section 1542 waiver. The
17 terms of this settlement agreement including the settlement amount is confidential, thus, the
18 agreement will be lodged with the court under seal at the time of filing this Motion. The
19 consideration paid to Plaintiff pursuant to this settlement agreement was only for his individual
20 claims; no additional consideration was paid to Plaintiff for resolving the representative PAGA
21 claims and the PAGA claims were separately negotiated among counsel during the mediation.

22 20. It is Plaintiff's counsel view that settlement payment for Plaintiff's individual
23 wages was fair and reasonable under the circumstances and constituted a significant discount
24 from the true damages that he suffered. Plaintiff's core claims in this action alleged
25 misclassification and individual labor claims. As a person who held the position of "Intake
26 Specialist" for Defendants, Plaintiff filled a unique role and had an employment experience that
27 was markedly different and distinct from other aggrieved employees. As further detailed above,
28 in his capacity as an Intake Specialist, Plaintiff held an experience that was extremely different

1 from other non-exempt employees that worked for Defendants. Unlike most of Defendants'
2 hourly non-exempt employees, Plaintiff had to be on call seven days per week, and regularly
3 complete work obligations, included client intake calls, outside of office hours. Accordingly, the
4 individual damages that Plaintiff contends he suffered would be significantly higher than other
5 non-exempt employees, and even other Intake Specialists. Plaintiff's counsel estimated
6 Plaintiff's damages to be in the high six-figures (approximately \$823,038.63).

7 **V. THE PAGA SETTLEMENT IS REASONABLE, AND SHOULD BE APPROVED**
8 **BY THE COURT**

9 21. The value achieved by the Settlement may be gleaned from the fact that the
10 LWDA and the approximately 71 Aggrieved Employees encompassed by the Settlement will
11 receive no less than \$3,463.34 under the terms of the Settlement, which, pursuant to the operative
12 statute, shall be allocated "75 percent to the Labor and Workforce Development Agency . . . and
13 25 percent to the aggrieved employees." *See Cal. Lab. Code* § 2699(i). This is a reasonable
14 recovery, not only because further litigation may have resulted in a net-zero recovery based on
15 the defenses asserted by Defendants, but because the amount secured by Plaintiff is sizable and
16 in line with similar settlements of these types of claims under PAGA. It is also important to
17 underscore that all penalty amounts paid to Aggrieved Employees will be an unexpected
18 windfall, as employees typically do not bring individual lawsuits asserting only PAGA penalties.
19 Further, upon sufficient investigation of the claims brought by Plaintiff on behalf of the
20 Aggrieved Employees, it has been discovered that Defendants are separate entities, serve
21 different functions with their own respective staff, and do not constitute a single enterprise or
22 joint employer relationship. As such, the nature and scope of Plaintiff's claims are likely to
23 apply only to similar intake specialists for Defendant Red Sparrow Services, Inc

24 22. Our expert estimated that Defendant's maximum theoretical exposure in this
25 action totals between April 7, 2019 through September 22, 2020 (the date of the mediation) for
26 all Defendants combined was approximately \$5,026,171.33 (only \$293,057.91 of which
27 pertained to intake specialists) with stacking computed by multiplying the total aggregate wage
28 statements by the civil penalty for each pay period associated with every Labor Code violation.

1 Without stacking, the maximum exposure to Defendant would be approximately \$283,548.26.
2 A true and correct copy of the damages models prepared by our expert, which itemizes the
3 damages amounts allocated to each entity with respect to each statutory violation, is attached
4 hereto as **Exhibit “D.”** These numbers, however, assume that a violation occurred each and
5 every pay period, which Defendants have strongly disputed. Defendants contend they acted
6 within the requirements of California law at all times as to all Aggrieved Employees. Moreover,
7 they maintained that even if the Court did award penalties, the Court could and would
8 *substantially* reduce the penalties awarded based on the discretionary factors contained in Labor
9 Code § 2699(e)(2) (“In action by an aggrieved employee . . . , a court may award a lesser amount
10 than the maximum civil penalty amount specified by this part if, based on the facts and
11 circumstances of the particular case, to do otherwise would result in an award that is unjust,
12 arbitrary and oppressive, or confiscatory.”). In summary, the parties believe that an award of the
13 maximum penalties would be unjust, arbitrary and oppressive, or confiscatory within the
14 meaning of Labor Code section 2699 (e)(2) for the following reasons:

- 15 a. Defendant Avrek and Defendant Red Sparrow are two separate corporate entities.
16 Consequently, the number of Aggrieved Employees, as well as the relevant covered
17 PAGA group for the instant matter, is small.
- 18 b. Even within the subgroup of employees that held the “intake specialist” title as
19 Plaintiff did, there existed an even smaller subset that worked the same hours as
20 Plaintiff. Hence, Plaintiff’s work conditions were not common to most intake
21 specialists. On the contrary, Plaintiff’s employment experience for Defendants was
22 extremely unique to him and represented the circumstances of a small group of
23 Defendants’ employees.
- 24 c. Additionally, in his role as an Intake Specialist, Plaintiff had access to confidential
25 information that many other non-exempt employees lacked. Given the specific duties
26 and responsibilities that Plaintiff held, the claims he alleged against Defendants
27 represent an individual experience that is particular to him and Plaintiff’s core causes
28 of action are appropriately alleged on an individual basis.

1 d. This was not a wage and hour case where PAGA penalties represented a significant
2 portion of the amount of damage in dispute. In total, there were only 9 aggrieved
3 employees of Defendants who either held the same job as Plaintiff or who Plaintiff
4 contends were subjected to similar violations during the covered period.

5 e. In light of the insignificant number of Aggrieved employees, especially in
6 comparison to Plaintiff's overwhelming estimated damages from the violations he
7 was personally subjected to, it is likely the Court would exercise discretion to reduce
8 PAGA penalties awarded.

9 In light of these circumstances, a significant recovery under PAGA was unlikely.

10 23. The relative strength of the PAGA claim brought by Plaintiff weighs in favor of
11 the Court finding that the settlement is fair, adequate, and reasonable, as Defendant maintained
12 numerous defenses to the theories of penalty-liability put forward by Plaintiff that, if successful,
13 had the potential to completely eliminate any recovery.

14 24. In light of the above, the parties believe that a settlement amount of \$35,000.00
15 in PAGA penalties is a fair compromise that furnishes the state with a payment while avoiding
16 the cost and burden to the parties and the Court of litigating this case through trial.

17 **VI. GOOD CAUSE EXISTS TO GRANT THIS RELIEF**

18 25. Good cause exists to grant this application because: (a) approval of the settlement
19 of the PAGA claims will fully and entirely resolve this case; (b) waiting further will simply delay
20 the resolution of the case; and (c) the parties are operating under the expectation that the matter
21 has been resolved and thus, are not taking action that otherwise would need to be taken (e.g.,
22 discovery, depositions, etc.) if this case is not resolved. As set forth herein, the proposed
23 Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as
24 it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage
25 and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the
26 relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based
27 directly on the relative strength and value of the PAGA claim, as well as the risks, expense,
28 complexity and likely duration of further litigation.

1 **VII. ATTORNEYS' BACKGROUND AND EXPERIENCE**

2 **Chantal McCoy Payton, Esq.**

3 26. I am a 2013 graduate of the University of San Diego School of Law. Following
4 my first year of law school, I held an internship in the legal department of Sony Electronics, Inc.
5 and assisted the Company with employment litigation and advice. Subsequently, I held a
6 clerkship at the California Attorney General's Office--in the Employment and Administrative
7 Mandate section--where I helped defend the State of California in employment disputes brought
8 by state employees. I thereafter held a law clerk position at a well-respected employment defense
9 firm in San Diego, and an externship for the Honorable John A. Houston at the United States
10 District Court, Southern District of California.

11 27. From March of 2014 through February 2015, I worked as an associate with a
12 boutique employment law firm in Los Angeles, where I practiced plaintiff's-side employment
13 law with a significant focus on wage and hour litigation.

14 28. For about 3 ½ years thereafter, I continued to practice plaintiffs'-side employment
15 litigation as a Managing Partner of Knight Employment Law, where I represented hundreds of
16 employees in wage and hour and other employment matters throughout that time. I have
17 continued focusing my practice on plaintiff's side employment law litigation practice as well as
18 class actions after forming my law firm Payton Employment Law (now Payton Employment
19 Law, PC) in 2018. Since that time, I have built a thriving 6-attorney law firm based on my ability
20 to manage additional attorneys and provide exceptional work. In 2019 and 2020, I was
21 recognized as a Rising Star in Labor and Employment Law by "Southern California Super
22 Lawyers."

23 29. Throughout my career, I have received several attorney fee awards in connection
24 with my work in trials and class action settlements. In January 2017, I was awarded attorneys'
25 fees at a rate of \$325.00 per hour in connection with my work representing the Plaintiff in Golden
26 v. Mkitarian, a wage and hour case before the Los Angeles Superior Court, after prevailing at a
27 trial in September 2016. In April 2017, I was again awarded attorneys' fees at a rate of \$325.00
28 per hour in connection with my work representing the Plaintiff in Jacobs v. Express Case

1 Forwarders, Inc., another wage and hour case before the Los Angeles Superior Court, after
2 prevailing at the trial conducted in November 2016. On August 3, 2018, I was awarded
3 attorneys' fees at a rate of \$350.00 per hour in connection with my work representing the Plaintiff
4 and the putative class in the wage and hour class action matter of Murakami v. Jin's Dining
5 U.S.A., et al., Los Angeles Superior Court Case No. BC646595. On February 26, 2019, I was
6 awarded attorneys' fees at a rate of \$365.00 per hour in connection with my work representing
7 the Plaintiff and the putative class in the wage and hour class action matter of Pineda v.
8 Providence Health & Services, et al., Los Angeles Superior Court Case No. BC652459.

9 30. In October of 2020, the Court granted our attorneys' fees request in a Motion for
10 an Order Approving PAGA Settlement, in which my requested rate was \$395.00 in connection
11 with my work representing Plaintiff and aggrieved employees in the matter of Christina Cashio
12 v. Moss & Company, Inc., et al., Los Angeles Superior Court Case No. BC631421. Most
13 recently, in January of 2021, the Court granted our attorneys' fees request in a Motion for an
14 Order Approving PAGA Settlement, in which my requested rate was \$400.00 in connection with
15 my work representing Plaintiff and aggrieved employees in the matter of Frank Wells v. San
16 Fernando Recovery Center et al., Los Angeles Superior Court Case No. 20STCV24207.

17 31. In light of the above, I believe attorneys' fees at the rate of \$400.00 per hour for
18 the time spent by me in relation to the instant matter is reasonable.

19 **Robert V. Torres, Esq.**

20 32. I am informed and believe that Attorney Robert V. Torres has over 30 years of
21 experience in litigation and trial work with over 25 years focused on employment law. Based on
22 the foregoing, I believe his regular hourly rate of \$500.00 per hour for the time spent by Robert
23 Torres, Esq. in the instant Motion is reasonable.

24 **Shalini Dogra, Esq.**

25 33. I am informed and believe that attorney Shalini Dogra, Esq. of Dogra Law Group
26 has handled employment matters, including trial experience, unlawful discrimination and labor
27 code violations, for more than three years. Based on the foregoing, I believe her regular hourly
28

1 rate of \$325.00 per hour for the time spent by Shalini Dogra, Esq. in the instant Motion is
2 reasonable.

3 **Karen Zelaya (Paralegal)**

4 34. Ms. Zelaya is a current paralegal at my firm. I am informed and believe that Ms.
5 Zelaya holds an ABA-Approved Paralegal Certificate and worked at multiple plaintiffs'-side
6 employment litigation firms, including my firm, between September 2015 to the present time.
7 In August 2018, Ms. Zelaya was awarded \$125.00 per hour for paralegal time in connection with
8 her work with me in the matter of Minoru Murakami v. Jin's Dining U.S.A. et al. (Case No.
9 BC646595), a wage and hour class action and PAGA case before the Los Angeles Superior Court
10 in which final approval of the class settlement was granted. Most recently, on February 26, 2019,
11 Ms. Zelaya was \$130.00 per hour for paralegal time in connection with her work with me in the
12 matter of Pineda v. Providence Health & Services, et al., Los Angeles Superior Court Case No.
13 BC652459. Throughout her career as a paralegal Ms. Zelaya has assisted in all phases of
14 litigation, including document management, court document filing and service, discovery,
15 drafting of pleadings, correspondence, and briefs. Based on the foregoing, I believe Ms. Zelaya's
16 requested rate of \$135.00 per hour in this matter is reasonable.

17 **Ashley Kasten (Paralegal)**

18 35. Ms. Kasten is a paralegal who has been working at Payton Employment Law
19 since April 2019. Prior to joining the firm, she received her Associate Degree in Science with
20 Honors and her Paralegal Certificate from Fullerton College in Fullerton, California. While at
21 Fullerton College, Ms. Kasten was on the Dean's Honor List and the President's Honor List.
22 While there, she was part of the Paralegal Club and took electives in the areas of Employment
23 and Labor Law, Intellectual Property, and Constitutional Law. Since joining Payton
24 Employment Law, Ms. Kasten has assisted the firm in all phases of litigation, including
25 document management, court document filing and service, discovery, drafting of pleadings,
26 correspondence, and briefs. Based on the foregoing, I believe Ms. Kasten's requested rate of
27 \$100.00 per hour in this matter is reasonable.
28

1 **VIII. ATTORNEYS' FEES:**

2 36. This Court can undoubtedly appreciate that litigating a representative action case
3 in dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the
4 Plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk
5 in the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a
6 contingency basis with the real risk that Plaintiff's counsel would receive no compensation
7 whatsoever for our efforts. The potential costs which we can be required to advance in wage and
8 hour actions like this one are substantial.

9 37. My firm and my co-counsels' firms have collectively spent approximately 288.4
10 hours to date performing work on this case. Even with my firm's combined extensive experience
11 litigating employment cases, prosecuting these cases still carries a considerable amount of risk.
12 There is the significant risk that Plaintiff would not succeed in proving Defendant's liability at
13 trial.

14 38. I have spent, and expect to spend, a total of 79.5 hours on this matter (this includes
15 4 hours preparing for and attending the Approval Hearing, administering the settlement through
16 its conclusion, and anticipated communications with the Aggrieved Employees, the settlement
17 administrator, the LWDA, and Defendant's counsel. My paralegal Karen Zelaya has spent 27.5
18 hours on this matter. My paralegal Ashley Kasten has spent 22.5 hours on this matter. Robert V.
19 Torres has spent 86.7 hours on this matter. Our co-counsel Shalini Dogra has spent 72.2 hours on
20 this matter. Attached hereto as **Exhibit "E"** is a timesheet reflecting all work performed by my
21 firm and its members, and our co-counsel's firm and its members (and anticipated to be performed
22 by members of our firm through the conclusion of this matter) in connection with this litigation.

23 39. My requested hourly rate of \$400 per hour is reasonable. This is the rate prevailing
24 in the community for similar work performed by attorneys of comparable skill, experience, and
25 reputation, and has been approved as reasonable by several California state and federal courts.
26 Based on my education and experience as detailed above, this rate is reasonable.

27 40. One difficulty in determining hourly rates of attorneys of similar skill and
28 experience in the relevant community is the scarcity of hourly fee-paying clients in representative

1 action litigation. As a practical matter, few if any individual employees or consumers pay
2 attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in
3 such cases are based on a contingency fee relationship. Therefore, there is no customary billing
4 rate, but the nature of representative action work should be strongly considered by the Court.

5 41. Representative action work also requires specialized learning and the willingness
6 to take large risks. Plaintiff's counsel has extensive experience in wage and hour representative
7 action litigation, particularly in the employment context, as detailed herein.

8 42. Furthermore, as described above, the Aggrieved Employees and the State of
9 California reaped significant benefits. The success achieved by the Settlement supports my firm's
10 fee request.

11 43. A small firm like ours and our co-counsels' can only properly litigate a limited
12 number of cases at one time. The requirements of this case were significant. Had we not reached
13 a settlement with Defendants, the demands of this case would have required a significant portion
14 of our resources. We were precluded from taking other employment cases due to the demands of
15 litigating this case.

16 44. Plaintiff's is submitting an attorney fee request equaling \$11,666.66 or 33.33% of
17 the Maximum Settlement Amount. This represents a negative 0.11 multiplier of our collective
18 \$104,607.00 lodestar between my firm and co-counsel. My experience in representative actions,
19 as well as my review of fee awards in similar actions, support my conclusion that the fee request
20 is very reasonable and in line with the common practice in this type of case. My firm and co-
21 counsel will also collectively receive 45% of the individual settlement payment to Plaintiff as
22 attorneys' fees (the settlement agreement will be lodged with the court under seal at the time of
23 filing this Motion). However, even after accounting for this payment, the lodestar still significantly
24 exceeds the total fees Plaintiff's counsel will receive in this matter.

25 **IX. COUNSEL'S COSTS:**

26 45. My firm's total costs are estimated to be approximately \$7,083.73 by the
27 conclusion of this matter, and the costs include filing fees, mediation fees, service and mailing
28 charges, expert costs, and motion reservation and hearing appearance fees.

1 46. My firm and my co-counsels' firms have collectively incurred out-of-pocket
2 expenses of approximately \$6,883.73 to date. Counsel expects to incur an additional \$200.00 in
3 costs associated with filing fees, service and mailing charges, and motion reservation and hearing
4 appearance fees, and administering the settlement through its conclusion. However, consistent
5 with Settlement Agreement, Plaintiff requests costs in the amount of \$6,980.00.

6 47. A true and correct copy of an itemized list of costs incurred (and expected to be
7 incurred) by my firm in this action is attached hereto as **Exhibit "F."** These costs were and will
8 be reasonably incurred in litigating this matter.

9
10
11 I declare under the penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on January 26, 2021 in Los Angeles, California.

13
14
15 By:


Chantal McCoy Payton

EXHIBIT A

Chantal McCoy Payton, Esq.
CPayton@PaytonEmploymentLaw.com

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Antelope Valley

3807 W. Sierra Highway, Suite 206
Acton, California 93510
Telephone: (661) 434-1144
Facsimile: (661) 434-1144

Reply to sender at CPayton@PaytonEmploymentLaw.com or by mail to Antelope Valley address

February 13, 2020

VIA CERTIFIED MAIL AND ONLINE SUBMISSION TO THE LWDA

Labor & Workforce Development Agency
By online Submission

Red Sparrow Services, Inc.
c/o Lisa Unger
Agent for Service of Process
2350 SE Bristol St
Newport Beach, CA 92660

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2634

Maryam Parman, Esq. (individually and on behalf of Avrek Law Firm, A Professional Law Corporation)
Agent for Service of Process
Avrek Law Firm, A Professional Law Corporation
9180 Irvine Center Drive
Irvine, CA 92618

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2641

RE: Joel Villalpando Adv. Red Sparrow Services, Inc. And Avrek Law Firm - PAGA Claim Notice

Dear PAGA Administrator:

This law firm in conjunction with Dogra Law Group represents Mr. Joel Villalpando, a former employee of Red Sparrow Services, Inc.; Avrek Law Firm, A Professional Law Corporation; and Maryam Parman, Esq. (hereinafter “Defendants”) with a business addresses of 2350 S.E. Bristol Street, Newport, CA 92660 and 9180 Irvine Center Drive, Irvine, CA 92618, respectively.

In compliance with Labor Code § 2699.3, and your agency’s right to investigate these violations, this letter shall serve as notice of Labor Code violations committed by Defendants, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, and 2698 *et seq.*, 2802, as well as the provisions of the IWC Wage Orders which pertain to the payment of compensation for all hours worked, payment of daily, weekly,

and seventh-day overtime compensation, payment of minimum and double-time compensation, and payment of all expense reimbursement due during employment and upon separation of employment; the maintenance of accurate records of hours worked, the provision of legally compliant meal and rest periods; the timely payment of wages during employment and upon termination; and the itemized pay statement requirements.

Mr. Villalpando was employed by Defendants as an “Intake Specialist” from approximately August 2015 to August 20, 2019. Mr. Villalpando seeks to represent himself and all other all current and former California employees of Defendants (“Aggrieved Employees”) to pursue appropriate penalties, statutory damages, damages, unpaid wages, prejudgment interest, costs, attorneys’ fees, restitution, and all other just compensation and/or recoverable items of damages for Defendants’ violations of the California Labor Code.

I. NATURE OF THE ALLEGATIONS AND STATUTORY VIOLATIONS

The specific provisions of this code that our client alleges have been violated by Defendants, and the facts and theories to support the alleged violations are detailed as follows:

a. Failure to Pay Minimum, Overtime, or Double-time Wages

Defendants have engaged in a pattern and/or practice of improperly classifying Mr. Villalpando and other Aggrieved Employees as an exempt employee during their employment with Defendants and paying such employees a flat salary irrespective of the actual number of daily or weekly hours worked. In reality, Mr. Villalpando and other Aggrieved Employees were non-exempt employees for purposes of the Labor Code because they were not compensated at least twice the minimum wage for full-time employment and/or were not performing job duties that fit within one or more of the categorical exemptions provided by the Labor Code and Industrial Welfare Commission Wage Orders.

During other periods, Defendants have treated Mr. Villalpando and other Aggrieved Employees as non-exempt employees and paid such employees on an hourly basis, and during such periods have engaged in a pattern and/or practice of failing to pay such employees for off-the-clock work performed that Defendants suffered and permitted such employees to work and which Defendants also knew and/or should have known that such employees were working.

Mr. Villalpando and other Aggrieved Employees regularly worked in excess of eight (8) or twelve (12) hours per day and/or forty (40) hours per workweek and/or on the seventh consecutive day in a given workweek, but Defendants, as a matter of policy, failed and fail to pay all applicable overtime or double-time compensation for all hours actually worked by employees as required by Labor Code §§ 204, 510, 1194, 1194.2 and Industrial Welfare Commission Wage Order (“Wage Order”) 4-2001, § 3. Defendants simply do not pay proper overtime and double-time rates for these premium hours worked or sometimes even any compensation at all.

Moreover, Defendants required Mr. Villalpando and other Aggrieved Employees to travel to perform work for Defendants, including travel for intake/sign-up meetings with potential clients and other follow-up meetings with current clients of Defendants. Defendants, however, failed to pay these employees for this time spent traveling to and from meetings, thus, denied them the payment of all required minimum, overtime, and double-time wages due, in violation of Labor Code §§ 510, 1194 and 1194.2.

b. Failure to Pay Wages Due Upon Termination

As Defendants failed to pay all wages due, including all minimum, overtime and double-time wages, and premium wages for missed and denied meal and rest breaks, upon termination of the employment relationship between Defendants and Mr. Villalpando and former Aggrieved Employees, Defendants willfully failed to pay our client all wages earned and owed in violation of California Labor Code §§ 201 and 202. Pursuant to § 203 of the Labor Code, Mr. Villalpando and former Aggrieved Employees are now also entitled to recover up to thirty (30) days of wages due to Defendants' willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

c. Failure to Provide Meal Breaks

Defendants failed and to maintain a policy and practice that provides employees with off-duty meal periods as required by California law. Mr. Villalpando and other Aggrieved Employees were regularly required to work or worked in excess of five (5) hours a day and at times in excess of ten (10) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and Wage Order 4-2001, § 11. Defendants failed and continues to fail to pay Mr. Villalpando and other Aggrieved Employees the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods.

d. Failure to Provide Rest Breaks

Defendants failed and continues to fail to maintain a policy that provides Mr. Villalpando and other Aggrieved Employees with off-duty rest periods as required by California law. Such employees regularly work in excess of four hours or a major fraction thereof during workdays without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Wage Order 4-2001, § 12. Defendants failed pay employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods.

e. Failure to Pay Commissions, Bonuses, and Contractually Promised Wages Due

Defendants failed and continues to fail to pay Mr. Villalpando and other Aggrieved Employees all commissions, bonuses, and wages due as promised by contract in violation of Labor Code § 223.

f. Unlawful Deduction of Wages

Defendants have deducted and continue to unlawfully deduct previously wages earned and paid commissions, bonuses, and wages from Mr. Villalpando and other Aggrieved Employees' paychecks in subsequent paychecks for subsequent pay periods in violation of Labor Code § 221.

g. Failure to Furnish Accurate Itemized Wage Statements

Defendants failed to issue accurate and complete wage statements to Mr. Villalpando and other Aggrieved Employees. As Mr. Villalpando and other Aggrieved Employees were not paid all wages due for all minimum, overtime and double-time wages, and premium wages for missed and denied meal and rest breaks, as discussed above, the wage statements fail to set forth all gross wages earned, in violation of Labor Code § 226(a)(1), the total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable

hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

Moreover, and independent of the above allegations, Defendants have violated and continues to violate California Labor Code § 226(a) by willfully failing to furnish our client with accurate, itemized wage statements showing the actual hours worked on a daily basis and properly distinguishing overtime from non-overtime work, in violation of Labor Code § 226(a)(2) and (a)(9), respectively.

h. Failure to Reimburse Expenses

Defendants have violated and continue to violate California Labor Code § 2802 by willfully failing to reimburse Mr. Villalpando and other Aggrieved Employees with all expenses they incurred in the performance of their job duties for Defendants. Mr. Villalpando and other Aggrieved Employees would routinely travel for intake/sign-up meetings with potential clients and other follow-up meetings with current clients of Defendants and would incur costs for travel, including gas, automobile insurance and maintenance costs. Mr. Villalpando and other Aggrieved Employees also incurred costs associated with use of their personal cell phones associated with communicating with current and/or potential clients of Defendants, among other necessities. Defendants failed to reimburse Mr. Villalpando and other Aggrieved Employees for all costs associated with the use of their personal vehicles and personal cell phones, in violation of Labor Code § 2802.

i. Failure to Pay All Wages in a Timely Fashion

Defendants consistently failed and continue to fail to pay employees all wages earned and owed within the time periods specified in Labor Code §§ 204(d) and 210 twice each calendar month on the regular paydays, including, but not limited to, minimum wages, overtime wages, doubletime wages, and premium pay for missed meal periods and missed rest periods. Accordingly, Defendants have violated and continue to violate California Labor Code §§ 204(d) and 210.

j. Failure to Keep Accurate Payroll Records of Daily Hours Worked

Defendants failed and continue to fail to maintain adequate payroll and time-clock records showing the total hours worked daily and wages paid to employees in violation of Labor Code § 1174.

II. CONCLUSION

Defendants' violations were extensive, voluminous, and not subject to simple itemization. As in the ordinary course, it is understood that additional legal implications of the above violations under the California Labor Code and/or applicable Wage Orders are evident from or derivative from the facts referenced in this letter or the circumstances of Claimant's employment. It is the intention of Claimant to pursue penalties and other available relief in connection with all such claims regardless of whether specifically itemized here.

As a result of the foregoing violations, Defendants are liable for civil penalties pursuant to California Labor Code §§ 210, 226.3, 558, 1174.5, and 2698 et seq. Pending a full investigation, any later discovered violations may also be subject to our enforcement.

In view of the duties imposed on your agency and this office by the statutes cited above, please be advised we will advance our calendars sixty-five (65) days of the date of this letter.

Very truly yours,

A handwritten signature in dark blue ink that reads "C. Payton". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Payton Employment Law
Chantal McCoy Payton

Cc: Shalini Dogra, Esq., Dogra Law Group

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

JOEL VILLALPANDO ADV. RED SPARROW SERVICES, INC. AND AVREK LAW FIRM - PAGA CLAIM NOTICE

on the person(s) listed below:

Red Sparrow Services, Inc.
c/o Lisa Unger
Agent for Service of Process
2350 SE Bristol St.
Newport Beach, CA 92660

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2634

Maryam Parman, Esq.
Agent for Service of Process
Avrek Law Firm, A Professional Law Corporation
9180 Irvine Center Drive
Irvine, CA 92618

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2641

X (BY CERTIFIED MAIL) I placed the above-described documents in an envelope, sealed the envelope and deposited it with the United States Postal Service to be sent by certified mail with return receipt requested on the date set forth below with the postage thereon fully prepaid.

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

Dated: February 13, 2020


Chantal McCoy Payton

EXHIBIT B

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 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 who worked in California for 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 who worked directly for 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).

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 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 Thousand Nine Hundred Eighty Dollars and Zero Cents (\$6,980.00) 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, 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 Thousand Eight Hundred and Fifty-Three Dollars and Thirty-Four Cents (\$13,853.34) 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 Thousand Three Hundred Ninety Dollars and One Cents (\$10,390.01), 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 Hundred Sixty-Three Dollars and Thirty-Four Cents (\$3,463.34), 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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:  DocuSigned by:
13B285B8D6FD484...
Date: 12/11/2020

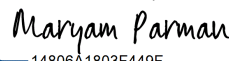
Defendant Red Sparrow Services, Inc.

Signature:  DocuSigned by:
14806A1803F449F...
Name: Maryam Parman
Its: President
Date: 12/22/2020

Defendant Maryam Parman

Signature:  DocuSigned by:
14806A1803F449F...
Date: 12/22/2020

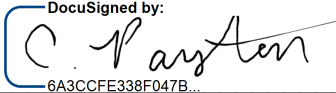
Defendant Avrek Law Firm, APLC

Signature:  DocuSigned by:
14806A1803F449F...
Name: Maryam Parman
Its: President
Date: 12/22/2020

APPROVED AS TO FORM:

Attorneys for Plaintiff and the Putative Class:

PAYTON EMPLOYMENT LAW, PC

Signature: _____
Name: Chantal M. Payton_____
Date: 12/14/2020_____

Attorneys for Defendants:

O'HAGAN MEYER LLP

Signature: _____
Name: Matt Sgnilek_____
Date: 12/22/2020_____

EXHIBIT C



PHOENIX SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

CASE ASSUMPTIONS

Total Claims Processed	70
Subtotal Admin Only	\$1,500.00
WILL NOT EXCEED	\$1,500.00

September 28, 2020

Case: TBD PAGA Settlement

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Chantal McCoy Payton, Esq.
Firm: PAYTON EMPLOYMENT LAW, PC
Contact Number: (424) 334-3194 Ex. 700
Email: CPayton@PaytonEmploymentLaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 87 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup/ NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate	
Programming Manager	\$50.00	2	\$100.00	
Programming Database & Setup	\$50.00	1	\$50.00	
Toll Free Setup*	\$63.30	1	\$63.30	
Call Center & Long Distance	\$1.00	7	\$7.00	
NCOA (USPS)	\$0.15	70	\$10.50	
Total			\$230.80	

Data Merger & Scrub				
Project Action	Rate	Hours/Units	Line Item Estimate	
Notice Packet/Check Formatting	\$100.00	2	\$150.00	
Data Merge & Duplication Scrub	\$0.15	70	\$10.50	
Total			\$160.50	

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

Mailing and Case Management				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Associate	\$50.00	1	\$50.00	
QSF Bank Account Fees	\$25.00	3	\$75.00	
Programming Calculations	\$100.00	1	\$100.00	
Disbursement Review	\$100.00	1	\$100.00	
Notice Checks and 1099's	\$2.00	70	\$140.00	
Estimated Postage (up to 2 oz.)*	\$0.55	70	\$38.50	
Skip Tracing Undeliverables	\$0.75	14	\$10.50	
Remail Notice and Checks	\$2.00	14	\$28.00	
Estimated Postage	\$0.55	14	\$7.70	
Programming Undeliverables	\$3.00	3	\$9.00	
Reconcile Uncashed Checks	\$50.00	3	\$150.00	
QSF Annual Tax Reporting *	\$50.00	3	\$150.00	
PAGA Class 1099 Tax Filing	\$250.00	1	\$250.00	
Total			\$1,108.70	

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$1,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are at \$10.00 per claim.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT D

# of ee (total)	0
# of ee (frmr)	0
Number of pay periods	0
Wage/hr	\$ 23.53
OT hrs/pay period	20

Intake Specialists									
LC 201, 203	LC 204	LC 226	LC 226.7	LC 510	LC 558	LC 512	LC 1174	LC 1197	LC 2802
Failure to pay wages at termination	Failure to pay all wages owed twice each month	Failure to provide accurate wage statements	Failure to provide meal/rest breaks in an uninterrupted manner or to pay meal/rest period premiums	Failure to pay overtime wages	Failure to pay wages	Failure to provide meal breaks	Failure to maintain records of hours worked	Failure to pay minimum wages	Failure to reimburse necessary expenses
\$100/\$200 (LC 2699(f))	\$200 + 25% of unpaid wages (LC 210)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$50/\$100 (LC 558)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))
Penalty: \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wage: N/A	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total: \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# of ee (total)	15
# of ee (frmr)	13
Number of pay periods	717
Wage/hr	\$ 23.53
OT hrs/pay period	2

Hourly Employees (Non-Intake Specialist)								
LC 201, 203	LC 204	LC 226	LC 226.7	LC 510	LC 558	LC 512	LC 1174	LC 1197
Failure to pay wages at termination	Failure to pay all wages owed twice each month	Failure to provide accurate wage statements	Failure to provide meal/rest breaks in an uninterrupted manner or to pay meal/rest period premiums	Failure to pay overtime wages	Failure to pay wages	Failure to provide meal breaks	Failure to maintain records of hours worked	Failure to pay minimum wages
\$100/\$200 (LC 2699(f))	\$200 + 25% of unpaid wages (LC 210)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$50/\$100 (LC 558)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))
Penalty: \$ 1,300.00	\$ 141,889.29	\$ 141,889.29	\$ 141,889.29	\$ 141,889.29	\$ 70,944.64	\$ 141,889.29	\$ 141,889.29	\$ 141,889.29
Wage: N/A	\$ 12,652.31	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total: \$ 1,300.00	\$ 154,541.60	\$ 141,889.29	\$ 141,889.29	\$ 141,889.29	\$ 70,944.64	\$ 141,889.29	\$ 141,889.29	\$ 141,889.29

# of ee (total)	28
# of ee (frmr)	14
Number of pay periods (est.)	602
Wage/hr	\$ 25.15
OT hrs/pay period	2

Salaried Employees (Non-Intake Specialist)								
LC 201, 203	LC 204	LC 226	LC 226.7	LC 510	LC 558	LC 512	LC 1174	LC 1197
Failure to pay wages at termination	Failure to pay all wages owed twice each month	Failure to provide accurate wage statements	Failure to provide meal/rest breaks in an uninterrupted manner or to pay meal/rest period premiums	Failure to pay overtime wages	Failure to pay wages	Failure to provide meal breaks	Failure to maintain records of hours worked	Failure to pay minimum wages
\$100/\$200 (LC 2699(f))	\$200 + 25% of unpaid wages (LC 210)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$50/\$100 (LC 558)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))
Penalty: \$ 1,400.00	\$ 117,647.00	\$ 117,647.00	\$ 117,647.00	\$ 117,647.00	\$ 58,823.50	\$ 117,647.00	\$ 117,647.00	\$ 117,647.00
Wage: N/A	\$ 11,359.66	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total: \$ 1,400.00	\$ 129,006.66	\$ 117,647.00	\$ 117,647.00	\$ 117,647.00	\$ 58,823.50	\$ 117,647.00	\$ 117,647.00	\$ 117,647.00

Total by Category:	\$ 2,700.00	\$ 283,548.26	\$ 259,536.29	\$ 259,536.29	\$ 259,536.29	\$ 129,768.14	\$ 259,536.29	\$ 259,536.29	\$ 259,536.29	\$ -
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Total: \$ 1,973,234.11

# of ee (total)	9
# of ee (frmr)	5
Number of pay periods	163
Wage/hr	\$ 19.30
OT hrs/pay period	20

Red Sparrow Intake Specialists										
LC 201, 203	LC 204	LC 226	LC 226.7	LC 510	LC 558	LC 512	LC 1174	LC 1197	LC 2802	
Failure to pay wages at termination	Failure to pay all wages owed twice each month	Failure to provide accurate wage statements	Failure to provide meal/rest breaks in an uninterrupted manner or to pay meal/rest period premiums	Failure to pay overtime wages	Failure to pay wages	Failure to provide meal breaks	Failure to maintain records of hours worked	Failure to pay minimum wages	Failure to reimburse necessary expenses	
\$100/\$200 (LC 2699(f))	\$200 + 25% of unpaid wages (LC 210)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$50/\$100 (LC 558)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	
Penalty:	\$ 500.00	\$ 31,647.27	\$ 31,647.27	\$ 31,647.27	\$ 31,647.27	\$ 15,823.64	\$ 31,647.27	\$ 31,647.27	\$ 31,647.27	\$ 31,647.27
Wage:	N/A	\$ 23,556.09	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total:	\$ 500.00	\$ 55,203.36	\$ 31,647.27	\$ 31,647.27	\$ 31,647.27	\$ 15,823.64	\$ 31,647.27	\$ 31,647.27	\$ 31,647.27	\$ 31,647.27

# of ee (total)	11
# of ee (frmr)	5
Number of pay periods	920
Wage/hr	\$ 23.53
OT hrs/pay period	2

Red Sparrow Hourly Employees (Non-Intake Specialist)									
LC 201, 203	LC 204	LC 226	LC 226.7	LC 510	LC 558	LC 512	LC 1174	LC 1197	
Failure to pay wages at termination	Failure to pay all wages owed twice each month	Failure to provide accurate wage statements	Failure to provide meal/rest breaks in an uninterrupted manner or to pay meal/rest period premiums	Failure to pay overtime wages	Failure to pay wages	Failure to provide meal breaks	Failure to maintain records of hours worked	Failure to pay minimum wages	
\$100/\$200 (LC 2699(f))	\$200 + 25% of unpaid wages (LC 210)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$50/\$100 (LC 558)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	
Penalty:	\$ 500.00	\$ 182,916.25	\$ 182,916.25	\$ 182,916.25	\$ 182,916.25	\$ 91,458.13	\$ 182,916.25	\$ 182,916.25	\$ 182,916.25
Wage:	N/A	\$ 16,237.13	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total:	\$ 500.00	\$ 199,153.38	\$ 182,916.25	\$ 182,916.25	\$ 182,916.25	\$ 91,458.13	\$ 182,916.25	\$ 182,916.25	\$ 182,916.25

# of ee (total)	20
# of ee (frmr)	10
Number of pay periods (est.)	916
Wage/hr	\$ 17.44
OT hrs/pay period	2

Red Sparrow Salaried Employees (Non-Intake Specialist)									
LC 201, 203	LC 204	LC 226	LC 226.7	LC 510	LC 558	LC 512	LC 1174	LC 1197	
Failure to pay wages at termination	Failure to pay all wages owed twice each month	Failure to provide accurate wage statements	Failure to provide meal/rest breaks in an uninterrupted manner or to pay meal/rest period premiums	Failure to pay overtime wages	Failure to pay wages	Failure to provide meal breaks	Failure to maintain records of hours worked	Failure to pay minimum wages	
\$100/\$200 (LC 2699(f))	\$200 + 25% of unpaid wages (LC 210)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$50/\$100 (LC 558)	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	\$100/\$200 (LC 2699(f))	
Penalty:	\$ 1,000.00	\$ 181,106.02	\$ 181,106.02	\$ 181,106.02	\$ 181,106.02	\$ 90,553.01	\$ 181,106.02	\$ 181,106.02	\$ 181,106.02
Wage:	N/A	\$ 11,975.13	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total:	\$ 1,000.00	\$ 193,081.16	\$ 181,106.02	\$ 181,106.02	\$ 181,106.02	\$ 90,553.01	\$ 181,106.02	\$ 181,106.02	\$ 181,106.02

Total by Category:	\$ 2,000.00	\$ 447,437.90	\$ 395,669.55	\$ 395,669.55	\$ 395,669.55	\$ 197,834.77	\$ 395,669.55	\$ 395,669.55	\$ 395,669.55	\$ 31,647.27
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Total: \$ 3,052,937.22

EXHIBIT E

TIMESHEET					
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	A. Kasten	Prepare Costs & Expense Reimbursements	0.4	\$100.00	\$40.00
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 and save costs to Clio	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
9/23/2020	C. Payton	Email A.Kasten re Minute Order	0.1	\$400.00	\$40.00
9/23/2020	C. Payton	Email K.Zelaya re updating costs	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	K. Zelaya	Update costs	0.1	\$135.00	\$13.50
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 and saved costs to Clio	0.2	\$100.00	\$20.00
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	A. Kasten	Save invoice to file and add costs to Clio	0.2	\$100.00	\$20.00
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 and save costs to Clio	0.2	\$100.00	\$20.00
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 A.Kasten re mailing costs Notice of Fees Due	0.1	\$400.00	\$40.00
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
10/14/2020	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	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

10/16/2020	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	C. Payton	Email to R. Torres re proposed long form PAGA agreement	0.1	\$400.00	\$40.00
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
10/22/2020	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
10/26/2020	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	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
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
11/10/2020	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
11/12/2020	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 K.Zelaya updated declaration re PAGA Ex Parte and edits needed	0.1	\$400.00	\$40.00
11/17/2020	C. Payton	Email to M. Sniglek re arbitration issue and finalizing 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 settlement agreement done	0.2	\$500.00	\$100.00
11/18/2020	C. Payton	Edit Ex Parte Docs and email to opposing counsel	0.1	\$400.00	\$40.00
11/18/2020	C. Payton	Email client re case status	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
11/18/2020	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	C. Payton	Email OC re further edits to settlement agreement/circulate stipulation	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	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
11/23/2020	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	K. Zelaya	Update citations and formatting on Ex Parte documents	0.8	\$135.00	\$108.00
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	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
12/1/2020	R. Torres	Review multiple email from/to C Payton & Client re status re signing documents and hearing date	0.2	\$500.00	\$100.00
12/2/2020	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
12/3/2020	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	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
12/7/2020	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
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 Stiliz re attached fully executed PAGA Settlement Agreement; review Agreement	0.1	\$400.00	\$40.00
12/22/2020	R. Torres	Review email from J Stiliz 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 Stiliz 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
1/13/2021	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	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
1/22/2021	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
1/26/2021	K. Zelaya	Compile exhibits and assist with finalizing PAGA approval motion and supporting documents	1.4	\$135.00	\$189.00
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:	288.5		\$104,607.00

EXHIBIT F

Chantal McCoy Payton, Esq.
 Robert Torres, Esq.
 Laurel N. Holmes, Esq.
 Marissa L. Simmons, Esq.*
 Hayon Abdulhafiz, Esq.
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**Of Counsel*



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INVOICE

Invoice # 20019
 Date: 01/25/2021

Joel Villalpando

191010JV

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

Type	Date	Notes	Quantity	Rate	Total
Expense	01/30/2020	Fees: Mediation	1.00	\$3,250.00	\$3,250.00
Expense	02/05/2020	Parking: Parking for C. Payton@ Villalpando Mediation	1.00	\$37.20	\$37.20
Expense	02/05/2020	Parking: Parking for M. Simmons@ Villalpando Mediation	1.00	\$37.20	\$37.20
Expense	02/05/2020	Travel: Travel to and from Acton office to Mediation 95.2 miles @.575 for Villalpando Case	1.00	\$54.74	\$54.74
Expense	02/12/2020	Print and Mail: Mail PAGA Letter-\$15.00 (one to each Defendant) Print- 14 pgs@.10-\$1.40	1.00	\$16.40	\$16.40
Expense	02/13/2020	Travel: 24.2 miles travel for C. Payton to and from Vargas deposition preparation session at Mann Rogal office	1.00	\$13.92	\$13.92
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) Mailing Costs: \$0.55 Printing Costs: 3pgs@.10 - \$0.30	1.00	\$0.85	\$0.85
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	01/25/2021	Fees: Future estimated costs	1.00	\$95.00	\$95.00
				Total	\$6,978.73

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20019	02/24/2021	\$6,978.73	\$0.00	\$6,978.73
Outstanding Balance				\$6,978.73
Total Amount Outstanding				\$6,978.73

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

Please pay within 30 days.