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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JESSICA BURROLA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADEMARK COSMETICS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

CASE NO. RIC2002311

*[Case assigned for all purposes to the Hon.
Sunshine S. Sykes, Dept. 6]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARD**

Date: February 9, 2022
Time: 8:30 a.m.
Dept.: 6

Reservation ID: 879777550605

Action Filed: June 30, 2020
Trial Date: None Set

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I, Fletcher W. Schmidt, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Burrola (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum* and was awarded membership in the Order of the Coif. Since graduating from law school, and as a law clerk for the law firm of Tredway, Lumsdaine & Doyle, where I was part of the team for two class actions, including one wage and hour class action in Los Angeles Superior Court. From August 2013 to March 2016, I worked as an associate attorney at Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Haines Law APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side wage and hour class actions in Pennsylvania state and federal court. I am currently responsible for managing a caseload of over 30) active wage and hour class actions in which I am integrally involved in all aspects of litigation.

4. The following is a non-exhaustive list of class action settlements in which I have served as Class Counsel, and which have been granted final approval:

- *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);

- *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016);
- *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375

- for work performed in 2013, 2014, 2015, and 2016);
- *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016);
 - *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
 - *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
 - *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
 - *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018);
 - *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
 - *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
 - *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren

1 E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016,
2 2017, and 2018);

- 3 • *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles
4 County Superior Court, Honorable Daniel J. Buckley, presiding;
- 5 • *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County
6 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
7 \$475 for work performed in 2017, 2018 and 2019);
- 8 • *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No.
9 BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding
10 (approving an hourly rate of \$475 for work performed in 2018 and 2019);
- 11 • *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles
12 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
13 rate of \$595 for work performed in 2018, 2019 and 2020);
- 14 • *Ramon Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San
15 Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an
16 hourly rate of \$595 for work performed in 2017-2020);
- 17 • *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San
18 Bernardino County Superior Court, Honorable David Cohn, presiding (approving an
19 hourly rate of \$595 for work performed in 2019 and 2020);
- 20 • *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-
21 CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
22 presiding (approving an hourly rate of \$625 for work performed in 2020 and 2021).

23 5. I have also moved to certify and have received an order certifying a class action
24 and/or conditionally certifying a collective action as Class Counsel in the following cases:

- 25 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-
26 OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A.
27 Andler presiding (certifying a class of employees who were misclassified as
28 independent contractors);

- 1 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),
2 United States District Court, Central District of California, Honorable Judge Beverly
3 Reid O’Connell presiding (conditionally certifying an unpaid FLSA overtime wage
4 class);
- 5 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
6 States District Court, Central District of California, Honorable Judge John F. Walter
7 presiding (certifying a rest period violation class and conditionally certifying a FLSA
8 unpaid overtime wage class);
- 9 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
10 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding
11 (conditionally certifying an unpaid FLSA overtime wage class);
- 12 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United
13 States District Court, Eastern District of California, Honorable Judge Jennifer L.
14 Thurston presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 15 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-
16 CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
17 presiding (certifying unpaid overtime wage class and waiting time penalty class);
- 18 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-
19 CXC, California Superior Court, County of Orange, Honorable Judge Glenda Sanders
20 presiding (certifying five separate classes for claims for unpaid wages, unreimbursed
21 expenses, failure to authorize and permit rest periods, and derivative claims);
- 22 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx),
23 United States District Court, Central District of California, Honorable Dolly M. Gee
24 presiding (certifying six classes of employees for rest period violations, wage
25 statement violations, meal period violations, and overtime and double-time
26 violations);
- 27 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
28 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage

statement class); and

- *Keich v. US Healthworks, Inc., et al.*, Case No 37-2017-00015343-CU-OE-CTL, San Diego Superior Court, Honorable Eddie C. Sturgeon presiding (certifying six classes of employees for meal and rest period violations, on-call pay violations, wage statement violations, and derivative waiting time penalties).

6. In 2018, 2019, 2020, and 2021 Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception.

8. Defendant Trademark Cosmetics, Inc. (“TCI”) is a manufacturer of beauty and health formulas, with a manufacturing facility located in Riverside, California. Plaintiff worked for TCI as a non-exempt “Purchaser” from July 2016 to approximately November 2019. Plaintiff, like all Aggrieved Employees, were employed by TCI as non-exempt during the PAGA Period and were subject to TCI’s wage and hour policies and practices.

9. On April 24, 2020, Plaintiff submitted her notification letter to TCI and to the LWDA regarding TCI’s alleged Labor Code violations as required by Labor Code § 2699.3. On June 30, 2020, after the 65-day waiting period under Labor Code § 2699.3(a)(2)(A), Plaintiff filed a Representative Action Complaint (“Complaint”) in this Court, alleging a single cause of action for PAGA civil penalties. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s April 24, 2020 pre-filing letter to the LWDA.

10. The parties subsequently agreed to mediate with Marc Feder, Esq. in an effort to resolve Plaintiff’s PAGA claim. In connection with mediation, TCI informally produced information and documents pertaining to Plaintiff and other Aggrieved Employees, including but not limited to payroll and timekeeping records for Plaintiff and the Aggrieved Employees (including actual time punches and rounded time entries, so that Plaintiff’s expert could perform a rounding analysis); several data points including the number of Aggrieved Employees and the

1 total number of pay periods worked during the PAGA Period; and relevant wage and hour policy
2 documents, in order for Plaintiff's counsel to investigate Plaintiff's allegations and value the
3 claims prior to mediation.

4 **CMO D(1)(b)**

5 11. On July 1, 2021, the parties attended mediation with Mr. Feder. During mediation,
6 the parties vigorously debated the legal bases for Plaintiff's claims and TCI's defenses, the
7 manageability of the case as a representative action, the potential amount of penalties, and the
8 parties' data analyses and conclusions based thereon. With the assistance of Mr. Feder, the Parties
9 agreed to fully and finally resolve Plaintiff's PAGA claim. The Parties subsequently negotiated
10 and finalized the Settlement now before the Court.

11 **CMO D(1)(a)**

12 12. A true and correct copy of the fully-executed Settlement Agreement is attached
13 hereto as **Exhibit 1**. The proposed Explanatory Letter to be mailed to Aggrieved Employees with
14 their settlement payments is attached as Exhibit A to the Settlement Agreement. The Settlement
15 provides for TCI to pay a non-reversionary Maximum Settlement Amount ("MSA") of
16 \$275,000.00. After deducting amounts for requested attorneys' fees (\$91,666.67), attorneys' costs
17 (\$20,368.91), Plaintiff's enhancement payment, and settlement administration costs, the
18 Settlement provides for the Net Settlement Amount ("NSA") to be distributed 75% to the LWDA
19 and 25% to the Aggrieved Employees, pursuant to Lab. Code § 2699(i). Based on a MSA of
20 \$275,000.00 and the amounts requested for attorneys' fees, litigation costs, administration costs,
21 and enhancement payment, the Net Settlement Amount is estimated to be \$155,814.42, with the
22 total amount paid to Aggrieved Employees estimated at \$38,953.61, and approximately
23 \$116,860.82 paid to the LWDA. According to data provided by TCI, there are approximately 40
24 Aggrieved Employees. Thus, the average payment to Aggrieved Employee is estimated to be
25 \$973.84.

26 **CMO D(2)(a)-(h)**

27 13. Plaintiff's PAGA claim is predicated primarily on allegations that she and other
28 employees were required to work pursuant to an unlawful 4/10 Alternative Workweek Schedule.

Specifically, Plaintiff alleges that TCI's AWS is invalid because TCI failed to comply with the proper election procedures for implementing a lawful AWS under Wage Order 1 by failing to provide the required disclosures in Spanish and Tagalog, despite the fact that over 5% of TCI's affected employees primary language is Spanish and/or Tagalog. In response, TCI maintains that it substantially complied with the requirements of Wage Order 1, § 3(c)(2)-(3) to adopt a valid AWS by distributing written correspondence to Aggrieved Employees, that a secret ballot election would be taking place where each Aggrieved Employee would be able to vote in favor or against the proposed AWS. TCI also contends that it complied with the Wage Order's requirements for adopting a valid AWS by holding meetings with some Aggrieved Employees either 13 or 14 days prior to the AWS election. TCI further asserts that the AWS is to the benefit of the employees who prefer to only work four days per week rather than five, as evidenced by more than (2/3rds) of employees voting in favor of the AWS.

14. Plaintiff further alleges that assuming *arguendo* that TCI's AWS is valid, TCI still failed to pay employees for all overtime wages owed as TCI failed to pay its employees daily overtime for their hours worked over 10 hours in a workday but less than 40 hours in a workweek in violation of Labor Code section 511(a) ("Upon the proposal of an employer, the employees of an employer may adopt a regularly scheduled alternative workweek that authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without the payment to the affected employees of an overtime rate of compensation pursuant to this section."). In response, TCI argues that its failure to allegedly pay any daily overtime wages was inadvertent and merely a glitch in their payroll system and that regardless, employees were rarely required to work more than 10 hours per workday and less than 40 hours per workweek given their 4/10 AWS schedule.

15. With regard to Plaintiff's claim that TCI rounded its employees' timekeeping entries to quarter-hour increments in a manner that consistently favored TCI and resulted in employees' being underpaid, TCI contends it utilizes an even-handed timekeeping system that, on balance, results in employees being paid for all hours actually worked. TCI further argues that just because an employee is clocked in does not mean they are working. For example, much of

1 the alleged unpaid time was pre-shift (i.e., employees clocked in before the scheduled start of the
2 shift), and TCI argues employees did not immediately start working but instead engage in
3 personal activities like reading or talking with co-workers before their shift. Moreover, TCI
4 asserts the amount of unpaid time per shift is de minimis and thus non-compensable. TCI also
5 contends this claim is not manageable, since its rounding policy is facially neutral and some
6 employees were overpaid due to rounding, and individualized inquiries would be necessary as to
7 whether employees were in fact underpaid or overpaid for each workday in question (including
8 whether they were actually working when they were clocked in), resulting in an unmanageable
9 series of mini-trials.

10 16. With regard to Plaintiff's meal period allegations, Plaintiff alleges that TCI failed
11 to provide her and other aggrieved employees with a meal period before the completion of the
12 fifth hour of work and/or a second meal period when they worked shifts in excess of 10.0 hours.
13 TCI contends that it has always maintained compliant written meal period policies, including
14 provision of both first and second meal periods. Furthermore, TCI asserts that any late meal
15 periods were the result of employee choice rather than any policy or practice of TCI. TCI also
16 contends that, in practice, it has always provided employees with the opportunity to take second
17 meal periods on shifts over 10.0 hours, but that employees choose to waive second meal periods,
18 as they are entitled to do under Labor Code section 512(a). TCI also maintains that Plaintiff's
19 meal period claim would not be manageable on a representative basis, as individual inquiries
20 would be required to establish which Aggrieved Employees experienced non-compliant meal
21 periods, how many non-compliant meal periods each Aggrieve Employee experienced, and why
22 a particular Aggrieved Employee had a non-compliant meal period during a particular shift.

23 17. As for Plaintiff's rest period claim, Plaintiff alleged that TCI failed to authorize
24 and permit Plaintiff and Aggrieved Employees to take all statutorily permitted rest periods during
25 their shifts, including third rest periods. TCI contends that it has always maintained lawful written
26 rest period policies, including the number, duration, and frequency of rest periods, and that it has
27 always authorized and permitted rest periods in accordance with those policies. TCI further
28 contends that Plaintiff and other Aggrieved Employees often worked independently, and thus TCI

1 contends that they had complete discretion regarding when and how to take their rest breaks.

2 18. As for Plaintiff's derivative claims that TCI violated its wage statement and final
3 payment obligations in violation of Labor Code §§ 226 and 203, respectively, TCI asserts it has
4 strong, good-faith defenses to Plaintiff's underlying claims, precluding a finding of a failure to
5 pay all final wages that would otherwise result in waiting time penalties. TCI further contends
6 Plaintiff's meal and rest period claims cannot support a claim for violations of Labor Code §§
7 226 or 203, as Courts of Appeal recently held in *Naranjo v. Spectrum Security Servs., Inc.*, 40
8 Cal.App.5th 444, 473-75 (2019) (review granted Jan. 2, 2020) and *Betancourt v. OS Rest. Svcs.*,
9 LLC, 49 Cal.App.5th 240, 248 (2020) (review granted Aug. 19, 2020). TCI further contends that
10 wage statements always accurately reflected amounts paid to employees, and thus TCI cannot be
11 found liable for wage statement violations under *Maldonado v. Epsilon Plastics, Inc.*, 22
12 Cal.App.5th 1308, 1336 (2018) ("The purpose of section 226 is to document the paid wages to
13 ensure the employee is fully informed regarding the calculation of those wages.") (italics in
14 original).

15 19. TCI further maintains that even if the Court awarded PAGA penalties for any of
16 the alleged violations, the Court would substantially reduce the penalties based on the
17 discretionary factors in Labor Code § 2699(e)(2) (authorizing reduction in PAGA penalties "if,
18 based on the facts and circumstances of the particular case, to do otherwise would result in an
19 award that is unjust, arbitrary and oppressive, or confiscatory."). TCI argues that this is especially
20 true in this case where TCI pays its employees weekly, and therefore, as a result, has a potential
21 liability that is much higher regardless of any wrongdoing by TCI (i.e if TCI paid its employees
22 bi-weekly there would be less pay periods). TCI argues that many courts have reduced PAGA
23 penalties drastically where, as here, the employer presented good-faith defenses and attempted to
24 comply with the law.

25 20. Plaintiff asserts that she would be able to seek PAGA penalties for each Aggrieved
26 Employee for each pay period in the PAGA limitations period. Based on data provided by TCI,
27 there were approximately 3,237 pay periods through July 1, 2021. Assuming an initial violation
28 rate of \$100 per pay period under Labor Code § 2699(f), Plaintiff estimated a maximum potential

PAGA exposure of \$323,700, without any reduction on the merits or for the risk of reduced penalties. The proposed \$275,000 MSA thus represents 85% of Plaintiff's maximum recovery, while avoiding the risk of proceeding through trial.

CMO D(3)

21. Here, my firm's fee request of \$91,666.67, representing one-third of the Maximum Settlement Amount, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method, as confirmed by a lodestar cross-check. This request is also consistent with my firm's experience in similar wage-and-hour class action matters.

22. My firm has a lodestar of approximately \$109,648.75, which results in a negative multiplier of 0.85 compared to the \$91,666.67 fee request. A general summary showing the number of hours of work performed by each attorney and paralegals is set forth below. A true and correct copy of my firm's detailed billing records are attached hereto as **Exhibit 3**. A true and correct copy of the current Laffey Matrix is attached hereto as **Exhibit 4**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (15th Year Attorney)	\$675	25.8	\$17,448.75
Fletcher W. Schmidt (9th Year Attorney)	\$650	65.9	\$42,835.00
Alexandra R. McIntosh (4th Year Attorney)	\$400	118.95	\$47,580.00
Firm Paralegals	\$175	10.2	\$1,785.00
Total Lodestar			\$109,648.75

23. Since undertaking representation of Plaintiff, my firm has expended \$20,300.41 in litigation costs and anticipates incurring an additional \$68.75 for filing and service of the instant Motion for a total of \$20,369.16 in costs. My firm devoted substantial time to this litigation without receiving any compensation to date. My firm's efforts include conducting the pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis into those claims, reviewing data and documents produced by TCI, building a comprehensive damages model, preparing for and attending mediation, participating in sessions with a forensic accountant during the months that followed, preparing and revising the long-form Settlement Agreement, preparing this Motion, overseeing the notice process, and otherwise litigating the case. A true and

correct copy of my firm's detailed records of costs are attached hereto as **Exhibit 5**.

CMO D(4)

24. In addition to settling her PAGA claims, Plaintiff engaged in negotiations to settle her individual Labor Code claims, and in early January 2022, the Parties reached a settlement of Plaintiff's individual claims against TCI. Under the individual settlement agreement, TCI will pay a total of \$5,000 in exchange for a general release of all claims against TCI, including Plaintiff's Labor Code claims that include (1) unpaid overtime wages due to TCI's failure to pay daily overtime, (2) unpaid minimum and overtime wages due to TCI's unlawful rounding policy and practice, (3) second meal period violations, (4) third rest period violations, (5) failure to timely pay all wages owed at the time of separation from employment, and (6) wage statement violations. If Plaintiff were to prevail at trial on these claims, Plaintiff's recovery, including attorneys' fees and costs would greatly exceed \$5,000. For instance, the damages associated with Plaintiff's Labor Code section 203 claim alone is \$6,000.00 (\$20 per hour * 10 hours *30-days) as Plaintiff was earning \$20.00 per hour at the time of her termination and working 10.00 hours per day. Plaintiff will receive the \$5,000 in one lump sum payment.

CMO D(5)

25. Plaintiff seeks an enhancement payment of \$5,000.00 and believes that this request is reasonable given Plaintiff's considerable efforts in this case, the risks Plaintiff undertook on behalf of the Settlement Class Members. Among other things, Plaintiff gathered factual information and provided relevant documents to attorneys at my firm, identified potential witnesses, attended multiple meetings to discuss the claims and theories at issue in the litigation, and otherwise actively participated in the prosecution of this action. Plaintiff has invested considerable time and effort into seeing this litigation through resolution, and the Aggrieved Employees, who would not be receiving anything if it were not for Plaintiff's decision to pursue these claims, will benefit greatly from her participation. Plaintiff attached her name to this lawsuit for the benefit of the Aggrieved Employees and the detriment of herself. Plaintiff may lose employment opportunities in the future as a result of prosecuting her rights and the rights of her coworkers. Plaintiff deserves to be compensated for these unique risks which other Aggrieved

1 Employees are not subject to. Plaintiff Jessica Burrola has also concurrently submitted a
2 declaration along with this Motion attesting to the services performed to further the prosecution
3 of the action (Burrola Decl., ¶ 6), the time incurred in performing those services (Burrola Decl.,
4 ¶ 6), the risks assumed (Burrola Decl., ¶ 5), any adverse consequences suffered or expenses
5 incurred (Burrola Decl., ¶ 5), and whether Plaintiff is or was the named plaintiff in any other
6 PAGA action (Burrola Decl. ¶ 6).

7 **CMO D(8)**

8 26. Plaintiff also requests that the Court approve \$2,150.00 in administration costs to
9 Phoenix Settlement Administrators as the Settlement Administrator. My firm requested multiple
10 bids from potential administrators and Phoenix provided the lowest bid. As detailed in the
11 declaration of Jodey Lawrence, submitted concurrently with this Motion, Phoenix will perform
12 duties in connection with this Settlement that are integral in effectuating the Settlement and the
13 Notice process. Among other things, Phoenix Settlement Administrators will calculate each
14 Individual Settlement Payment, update addresses contained in TCI's data, format and translate
15 the Explanatory Letter, and otherwise prepare it for mailing, mail the Explanatory Letter to the
16 40 Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise
17 administered the Settlement.

18 27. I confirm that I am not affiliated with the proposed settlement administrator,
19 Phoenix Settlement Administrators.

20 **CMO D(1)(c)**

21 28. Concurrently with the filing of this motion, Plaintiff provided notice of the
22 proposed Settlement, as well as copies of this motion and all papers filed in support hereof, to the
23 LWDA. A true and correct copy of the LWDA's settlement submission confirmation is attached
24 hereto as **Exhibit 6**.

25 I declare under penalty of perjury under the laws of California and the United States that
26 the foregoing is true and correct. Executed on January 18, 2022, at El Segundo, California.

27 
28 Fletcher W. Schmidt

EXHIBIT 1

SETTLEMENT AGREEMENT

This confidential Settlement Agreement (“Settlement”) is made and entered into between Jessica Burrola (acting in a private attorney general capacity) and Trademark Cosmetics, Inc.

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Jessica Burrola v. Trademark Cosmetics, Inc.*, Riverside Superior Court Case No. RIC2002311, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated April 24, 2020.
2. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Defendant from April 24, 2019 until the date that the Court approves this Settlement. The number of Aggrieved Employees, including Plaintiff, is estimated to be 40 individuals.
3. “Defendant” means Trademark Cosmetics, Inc.
4. “Complaint” means the Representative Action Complaint entitled *Jessica Burrola v. Trademark Cosmetics, Inc., et al.*, Riverside Superior Court Case No. RIC2002311, filed on June 30, 2020.
5. “Court” means the Superior Court of California for the County of Riverside.
6. “Effective Date” means the date upon entry of an Order by the Court approving the Settlement.
7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.
8. “Representative Enhancement Payment” means the amount to be awarded to Plaintiff for her service as the lead Plaintiff.
9. “LWDA” means the California Labor and Workforce Development Agency.
10. “Maximum Settlement Amount” is the non-reversionary sum of \$275,000.00, which represents the total amount payable under this Settlement by Defendant (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, and payment of Plaintiff’s attorneys’ fees and costs.
11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Maximum Settlement Amount, currently estimated at \$91,666.67; (b) Plaintiff’s costs up to \$25,000.00; (c) a Representative Enhancement Payment up to \$5,000.00 to Plaintiff; and (d) and the cost of a settlement administrator, estimated to be \$2,150.00.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “PAGA Period” means the time period from April 24, 2019 until the date that the Court approves this Settlement.

14. “Parties” mean Plaintiff and Defendant.

15. “Plaintiff” means Jessica Burrola.

16. “Plaintiff’s Counsel” means Paul K. Haines, Fletcher W. Schmidt and Alexandra R. McIntosh of Haines Law Group, APC.

17. “Settlement Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiff alleges that Defendant: failed to pay overtime wages for overtime hours worked; failed to provide all rest periods; failed to provide all meal periods; issued inaccurate and facially-deficient wage statements; failed to pay all final wages to employees upon separation of employment; engaged in unfair competition; and is liable for civil penalties under PAGA.

2. On April 24, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Section II.1.

3. On June 30, 2020, Plaintiff filed a Complaint entitled *Jessica Burrola v. Trademark Cosmetics, Inc., et al.*, Riverside Superior Court Case No. RIC2002311.

4. In response to Plaintiff’s Counsel’s informal discovery requests, Defendant provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the PAGA claim.

5. On July 1, 2021, the Parties participated in a full-day mediation with Marc Feder, Esq. With the assistance of Mr. Feder, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Maximum Settlement Amount.** Defendant shall pay \$275,000 as the non-reversionary Maximum Settlement Amount. Defendant will not pay more than the Maximum Settlement Amount (subject to the Escalator Clause below). Defendant shall disburse the Maximum Settlement Amount in accordance with the terms of the Settlement within ten (10) business days after the Effective Date.

3. **Escalator Clause.** As stated above, Defendant represents that the number of Aggrieved Employees is 40 and the number of relevant pay periods is 3,237 as of July 1, 2021. If the actual number of pay periods worked as of July 1, 2021 increases by ten percent (10%) or more (i.e., if there are 3,561 or more pay periods), Defendant shall increase the Maximum Settlement Amount on a proportional basis by the percentage that is higher than 10% (i.e., if there was a 25% increase in the number of pay periods, Defendant will increase the Maximum Settlement Amount by 15%).

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs, and the Representative Enhancement Payment.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Maximum Settlement Amount (\$91,666.67), costs incurred in prosecuting this Action, up to \$25,000.00, and a Representative Enhancement Payment to Plaintiff in the amount of \$5,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to \$2,150.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Lab. Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees on a proportional basis, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

6. **Representative PAGA Release.** In her capacity as a private attorney general or "aggrieved employee" acting on behalf of herself, the State of California, and Aggrieved Employees, Plaintiff hereby releases Defendant and its officers, directors, employees and agents (collectively, the "Released Parties") from any and all of the PAGA Released Claims that arose during the PAGA Period.

7. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement, Plaintiff will release any and all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's April 24, 2020 pre-

filing PAGA letter to the Labor & Workforce Development Agency ("LWDA") ("PAGA Released Claims"). Plaintiff does not release any Aggrieved Employee's claim for wages or damages.

8. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that she has read this Settlement, that she fully understands her rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Termination of Settlement.** If the Court does not approve the Settlement, if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

10. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within fifteen (15) business days after the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked, and Social Security numbers. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall also determine whether the Escalator Clause has been triggered. The Settlement Administrator shall obtain approval from all counsel for the Parties of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within five (5) business days after obtaining approval from all counsel to proceed with the mailing, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee.

4. **Undeliverable Notices.** Any Explanatory Letters returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Explanatory Letter. If an updated mailing address is identified, the Settlement Administrator shall resend the Explanatory Letter to the Aggrieved Employee immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. Aggrieved Employees to whom Explanatory Letters are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual PAGA Payment. Explanatory Letters that are re-mailed shall inform the recipient of this adjusted deadline.

Defendant fully discharges its obligations to those Aggrieved Employees to whom it will pay an Individual PAGA Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

5. **Payment of Remainder.** Within five (5) business days after obtaining approval from all counsel to proceed with the mailing, the Settlement Administrator will mail the following additional payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved Representative Enhancement Payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Section IV.3.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as specifically set forth in Section V.15.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

8. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly

against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

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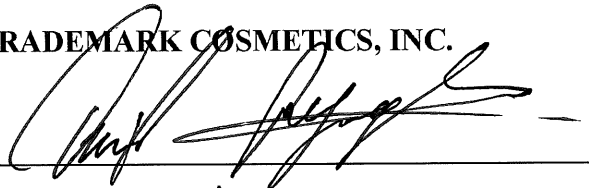
Dated: Jan 18, 2022, 2022

PLAINTIFF

By: 
Jessica Burrola (Jan 18, 2022 00:49 PST)
Jessica Burrola

Dated: 1/18, 2022

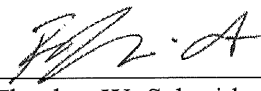
TRADEMARK COSMETICS, INC.


By: DAVID RYNGLER
Its: _____

APPROVED AS TO FORM:

Dated: 1/18, 2022

HAINES LAW GROUP, APC

By: 
Fletcher W. Schmidt
Attorneys for Plaintiff

Dated: January 18, 2022

FREEMAN MATHIS & GARY LLP

By: 
Margot Parker
Attorneys for Defendant

EXHIBIT A

Re: Payment from Jessica Burrola v. Trademark Cosmetics, Inc.
Superior Court of California for the County of Riverside; Case No. RIC2002311

Date: [REDACTED]/[REDACTED]/2021

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Jessica Burrola v. Trademark Cosmetics, Inc.*, Case No. RIC2002311, pending in the Superior Court of the State of California for the County of Riverside (the "Action").

The Action was filed against Trademark Cosmetics, Inc. ("Trademark") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Jessica Burrola ("Plaintiff"), a Trademark employee, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Trademark owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Trademark who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, Trademark does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff's claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator to the State Controller's Office Unclaimed Property Division in your name. If you are still employed by Trademark, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only and does not release any claim for wages or other damages. The release includes all claims under the PAGA that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's April 24, 2020 PAGA letter, including claims for civil penalties, attorneys' fees, costs, or interest under the PAGA based on Trademark's alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, and related alleged violations of the California Industrial Commission Wage Orders, during the time period April 24, 2019 through <<END PAGA PERIOD>> (the "PAGA Period").

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 24, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jessica Burrola v. Trademark Cosmetics, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Jessica Burrola in claims arising from her employment with Trademark Cosmetics, Inc., and Does 1 through 100 (collectively “Defendants”). Ms. Burrola is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Ms. Burrola was employed by Defendants as a non-exempt employee from approximately July 2016 until approximately November 15, 2019.

Ms. Burrola is informed and believes, and based thereon alleges, that Defendants maintained an unlawful policy/practice of requiring Ms. Burrola and other aggrieved employees to perform work pursuant to an invalid alternative workweek schedule agreement for purposes of overtime computation, in violation of Wage Order 1 § 3(B) and (C), and Labor Code § 511. Upon information and belief, Defendants failed to comply with the proper election procedures for implementing a lawful alternative workweek schedule because the alternative workweek schedule that Ms. Burrola and other aggrieved employees worked under was not approved by at least two-thirds of the affected employees in the affected work unit. Defendants’ purported AWS is also invalid because the required disclosures were not provided in Spanish and Tagalog, despite the fact that upon information and belief, over 5% of the affected employees primary language is Spanish and/or Tagalog. As a result, the purported alternative workweek schedule agreement is invalid, and Ms. Burrola and other aggrieved employees did not receive all overtime wages earned.

Assuming *arguendo* that the AWS was valid, Ms. Burrola and other aggrieved employees did not receive all overtime wages earned because on occasions, Defendants required Ms. Burrola and other aggrieved employees to work fewer hours than those work hours designated in the purported AWS without paying these employees overtime compensation for work performed over 8.0 hours per each workday where Defendants required them to work less than 10.0 hours, as required by Wage Order 1 § 3(B)(3).

Moreover, Ms. Burrola and other aggrieved employees did not receive all overtime wages earned because Defendants had a policy and practices of failing to compensate non-exempt employees for daily overtime worked. During Ms. Burrola and other aggrieved employees' employment, Ms. Burrola and other aggrieved employees regularly worked shifts in excess of 10.0 hours but were not compensated overtime. Instead, Defendants had a policy and practices of compensating Ms. Burrola and other aggrieved employees overtime only if they exceed 40.0 hours in a workweek. In other words, even assuming *arguendo* that Defendants AWS was lawful, Defendants were still not properly compensating all overtime wages owed, because Defendants were not compensating for daily overtime for work performed in excess of 10.0 hours, but rather, were only compensating for weekly overtime when the employee worked more than 40.0 hours.

Additionally, Ms. Burrola and other aggrieved employees were not paid all wages earned, including minimum and overtime wages, as a result of Defendants unlawful rounding policy. During the relevant time period, Defendants regularly, systematically, and impermissibly rounded and/or truncated the hours worked by non-exempt employees in Defendants' favor, which resulted, over a period of time, in the failure to properly compensate Ms. Burrola and other aggrieved employees for all hours worked. Specifically, Defendants' timekeeping mechanism failed to pay Ms. Burrola and other aggrieved employees for all hours that they worked "on-the-clock," whether by rounding and/or truncating of hours. Further, Defendants' rounding mechanism on its time-clock rounded Ms. Burrola and other aggrieved employees' timekeeping in a manner that was not even-handed over time, as is required to be lawful.

Defendants also failed to provide Ms. Burrola and other aggrieved employees with all legally compliant meal periods due to Defendants' policy and practice of failing to provide employees with a meal period before the completion of the fifth hour of work and by failing to provide employees with a second 30-minute meal periods for shifts worked in excess of 10.0 hours per day. Moreover, on those occasions when Ms. Burrola and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Defendants failed to compensate Ms. Burrola and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

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Defendants also implemented policies and practices which failed to authorize and permit Ms. Burrola and other aggrieved employees to take a rest period for every 4 hours worked (or major fraction thereof). Specifically, when Ms. Burrola and other aggrieved employees worked shifts in excess of 10.0 hours, Defendants did not authorize and permit Ms. Burrola and other aggrieved employees to take a third rest period. In the event that a required rest period was not authorized and permitted, Defendants also did not pay Ms. Burrola and other aggrieved the rest period premium wages required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant period, Defendants maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

As a result of Defendants' failure to pay all minimum and overtime wages, and failure to pay all meal and rest period premium wages, Defendants issued unlawful wage statements to Ms. Burrola and other aggrieved employees, and failed to timely pay Ms. Burrola and other aggrieved employees all wages owed at the time of their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Overtime Violations

Defendants were required to properly compensate non-exempt employees, including Ms. Burrola and other aggrieved employees, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Ms. Burrola to work overtime and hours, but did not credit Ms. Burrola and other aggrieved employees with all overtime hours actually worked, and did not compensate Ms. Burrola and other aggrieved employees at one and one-half times their regular rate of pay for such hours.

As alleged above, Defendants maintained, and continue to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Burrola and other aggrieved employees for all overtime hours worked. As a result of these policies/practices, Ms. Burrola and other aggrieved employees have been, and continue to be, deprived of all earned and required overtime wages.

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Burrola, and other aggrieved employees for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Burrola and other aggrieved employees with all required and compliant meal periods, due to Defendants' meal period policies/practices that often fail to provide legally-compliant first meal periods before the end of the fifth hour of work, and which fail to provide second meal periods for shifts of over 10.0 hours, to Ms. Burrola and other aggrieved employees. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Burrola and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with...[an] order of the Industrial Welfare Commission...the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."). As alleged above, Defendants have failed to pay Ms. Burrola and other aggrieved employees the premium wages to which they are legally entitled.

Rest Period Violations

As alleged above, Defendants failed to authorize and permit Ms. Burrola, and other aggrieved employees to take all paid rest periods to which they were legally entitled. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Burrola and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required paid rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.") As alleged above, Defendants failed to pay Ms. Burrola and other aggrieved employees the premium wages to which they are legally entitled.

Wage Statement Violations

Defendants were required to furnish Ms. Burrola and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, all minimum and overtime wages earned, and all meal period premium wages earned. *See* Labor Code §§ 226(a). Defendants failure to furnish Ms. Burrola and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, and said failures led to, among other things, the non-payment of all wages earned, and

deprived them of the information necessary to identify discrepancies in Defendants' reported data. Defendants' failure to comply with its wage statement obligations was knowing and intentional, and Ms. Burrola and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Ms. Burrola and other aggrieved employees all of their final wages at the time of separation, which included all overtime and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Ms. Burrola and other aggrieved employees was willful and, consequently, entitles Ms. Burrola and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Burrola will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Burrola's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558 1194, and 1198 by failing to pay Ms. Burrola and other aggrieved employees all overtime and/or double-time compensation earned;
- b. Defendants violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Burrola and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants have violated Labor Code §§ 226.7, 512, 558 and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Burrola and other aggrieved employees;
- d. Defendants have violated Labor Code §§ 226.7, 516, 558 and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Ms. Burrola and other aggrieved employees;
- e. Defendants violated Labor Code § 226 by failing to furnish Ms. Burrola and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Ms. Burrola and other aggrieved employees;

- g. Defendants violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Burrola and other aggrieved employees; and
- h. Defendants violated Labor Code § 204 by failing to pay Ms. Burrola and other aggrieved employees at least once per week for all wages earned up to and including the fourth day before the payday in violation of Labor Code § 205.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: Trademark Cosmetics, Inc. (via certified mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to:

TRADEMARK COSMETICS, INC.
C/O DAVID RYNGLER
545 COLUMBIA AVE.
RIVERSIDE, CA 92507



9590 9402 5816 0034 9282 08

2. Article Number (Transfer from service label)

7019 2970 0000 0586 2390

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

XCTAVANO

☒ Agent☐ Addressee

B. Received by (Printed Name)

TB 718 C19

C. Date of Delivery

4/27/20

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Mail☐ Mail Restricted Delivery

(00)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

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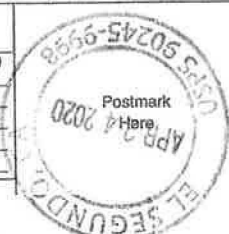
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TRADEMARK COSMETICS, INC.
C/O DAVID RYNGLER
545 COLUMBIA AVE.
RIVERSIDE, CA 92507

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, April 24, 2020 2:08:26 PM

4/24/2020

LWDA Case No. LWDA-CM-784435-20
Law Firm : Haines Law Group, APC
Plaintiff Name : Jessica Burrola
Employer: Trademark Cosmetics, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

Haines Law Group, APC
Billing Summary
Jessica Burrola v. Trademark Cosmetics, Inc.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interviews, review of personnel file and client documents, and new client onboarding.	PKH 10.80 hrs @\$675/hr FWS 3.10 hrs @\$650/hr AM 8.90 hrs @\$400/hr JR 2.80 hrs @\$175/hr	\$13,355.00
Legal research regarding claims and drafting complaint and LWDA letter	PKH 1.25 hrs @\$675/hr FWS 4.90 hrs @\$650/hr AM 13.50 hrs @\$400/hr JR 4.70 hrs @\$175/hr	\$10,251.25
Meeting and conferring with Opposing Counsel regarding case and mediation, reviewing mediation data production, preparing exposure analysis, conferring with Plaintiff's expert regarding mediation data, legal research regarding AWS, drafting mediation brief and preparing for mediation.	PKH 6.80 hrs @\$675/hr FWS 24.80 hrs @\$650/hr AM 42.60 hrs @\$400/hr	\$37,750.00
Attend mediation with Marc Feder; draft and finalize MOU	PKH 7.0 hrs @\$675/hr FWS 8.8 hrs @\$650/hr AM 8.0 hrs @\$400/hr	\$13,645.00
Negotiating and drafting long-form settlement agreements and explanatory letter	FWS 8.0 hrs @\$650/hr AM 15.80 hrs @400/hr	\$11,520.00
Drafting misc. stipulations, statements, and notices.	FWS .90 @\$650/hr AM 2.5 hrs @\$400/hr JR .60 hrs @\$175/hr	\$1,690.00
Drafting PAGA approval motion	FWS 10.80 hrs @\$650/hr AM 20.60 hrs @\$400/hr JR 2.10 hrs @\$175/hr	\$15,627.50
Telephone calls w client regarding case status, updates, and questions.	FWS 2.5 hrs @\$650/hr AM 3.75 hrs @\$400/hr	\$3,125.00

Misc. telephone conversations with opposing counsel regarding case.	FWS 2.10 hrs @\$650/hr AM 3.30 hrs @\$400/hr	\$2,685.00
TOTAL:		\$109,648.75

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

Selection Criteria

Clie.Selection Include: Burrola, Jessica
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client Reference	Units DNB Time	Rate Rate Info Bill Status	Slip Value
72174 3/6/2020 WIP [No description]	EXP	Paul Food Burrola, Jessica	1	64.24	64.24
69096 3/31/2020 WIP Postage for March, 2020.	EXP	Paul Postage Burrola, Jessica	1	6.90	6.90
69363 3/31/2020 WIP Copying cost for MARCH, 2020.	EXP	Paul Photocopies Burrola, Jessica	5	0.25	1.25
71448 4/30/2020 WIP Postage for April, 2020.	EXP	Paul Postage Burrola, Jessica	1	14.10	14.10
89861 7/6/2020 WIP Riverside initial filing fee.	EXP	Paul Filing Fee Burrola, Jessica	1	450.00	450.00
74277 8/14/2020 WIP Filing fee for LWDA	EXP	Paul Filing Fee Burrola, Jessica	1	75.00	75.00
76127 9/18/2020 WIP First Legal's fee for service of Summons and Complaint	EXP	Paul Service Fee Burrola, Jessica	1	90.38	90.38
81840 1/11/2021 WIP One Legal's fee for filing of Stip	EXP	Paul Filing Fee Burrola, Jessica	1	2.00	2.00

1/14/2022
7:12 PM

Haines Law Group, APC
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
85122	EXP	Paul	1	52.80	52.80
1/11/2021		Filing Fee			
WIP		Burrola, Jessica			
First Legal's fee for filing of Stip and Order					
82856	EXP	Paul	1	11.00	11.00
1/25/2021		Document Purchase Fe			
WIP		Burrola, Jessica			
Document Purchase Fee					
83053	EXP	Paul	1	2.00	2.00
2/11/2021		Filing Fee			
WIP		Burrola, Jessica			
One Legal's fee for filing of Decl					
83056	EXP	Paul	1	2.00	2.00
2/12/2021		Filing Fee			
WIP		Burrola, Jessica			
One Legal's fee for filing of Decl					
83058	EXP	Paul	1	2.00	2.00
2/16/2021		Filing Fee			
WIP		Burrola, Jessica			
One Legal's fee for filing of Decl					
82971	EXP	Paul	1	2.00	2.00
3/2/2021		Document Purchase Fe			
WIP		Burrola, Jessica			
Document Purchase Fee					
82972	EXP	Paul	1	1.00	1.00
3/2/2021		Document Purchase Fe			
WIP		Burrola, Jessica			
Document Purchase Fee					
84692	EXP	Paul	1	6000.00	6000.00
5/5/2021		Mediation			
WIP		Burrola, Jessica			
Frank Feder Mediators fee - July 1, 2021 mediation					
85199	EXP	Paul	1	15.98	15.98
5/31/2021		FedEx			
WIP		Burrola, Jessica			
FedEx cost for May 2021					
85408	EXP	Paul	1	0.25	0.25
6/1/2021		Photocopies			
WIP		Burrola, Jessica			
Copying cost for May, 2021.					

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Haines Law Group, APC
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
85854	EXP	Paul	14	0.25	3.50
6/30/2021		Photocopies			
WIP		Burrola, Jessica			
Copying cost for June, 2021.					
86150	EXP	Paul	1	13384.00	13384.00
6/30/2021		Expert			
WIP		Burrola, Jessica			
Economists Inc. expert fee - Invoice #29343					
87002	EXP	Paul	1	44.67	44.67
6/30/2021		Westlaw			
WIP		Burrola, Jessica			
Westlaw cost for JUNE, 2021.					
89526	EXP	Paul	1	38.04	38.04
7/27/2021		Filing Fee			
WIP		Burrola, Jessica			
One Legal's filing fee for Stipulation and Order					
90467	EXP	Karla	1	32.50	32.50
11/22/2021		Filing Fee			
WIP		Burrola, Jessica			
First Legal Filing Fee for: Joint Stip to Vacate Initial Status Conf (eFiled)					
90468	EXP	Karla	1	4.80	4.80
11/22/2021		Service Fee			
WIP		Burrola, Jessica			
First Legal Service Fee for: Stip and Order (eServed)					
Grand Total					
			0.00		20300.41
			0.00		0.00
			0.00		20300.41

EXHIBIT 6