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9 **IN THE SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

11 TAYLOR FUKUMOTO, an individual,
12
13 Plaintiff,

14 vs.

15 LAGUNA OVERHEAD LTD AND MICHEL
16 ERIC HANSON, and DOES 1 through 20
inclusive,

17 Defendants.
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21
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Case No. 30-2020-01149340-CU-OE-CJC

Assigned to Hon. Peter J. Wilson in Dept. CX102

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF
POINTS & AUTHORITIES; DECLARATION
OF BRUCE T. MURRAY**

Date: April 28, 2022
Time: 2 p.m.
Dept.: CX102

Action Filed: June 25, 2020
Trial Date: None set

25 PLEASE TAKE NOTICE that on April 28, 2022, at 2 p.m., or as soon thereafter as the matter
26 may be heard in department CX102 of the above-entitled Court, located at 751 W. Santa Ana Blvd.,
27 Santa Ana, CA 92701, Plaintiff Taylor Fukumoto will and hereby does move for an order approving
28 the parties' PAGA settlement.

1 This Motion will be based upon the attached memorandum of points and authorities, the
2 declaration of Bruce T. Murray, exhibits, all pleadings and records on file herein, all facts and other
3 matters of which this Court may take judicial notice, and such other oral and documentary evidence
4 as may be presented at hearing on this Motion.

5
6 **PIMENTEL LAW, P.C.**

7 Dated: March 31, 2022

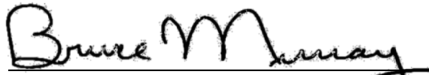
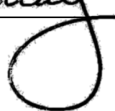
8 By: 
9 Bruce T. Murray, Esq.
10 Attorney for Plaintiff 

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Taylor Fukumoto seeks this Court's approval of the parties' Private Attorneys
4 General Act ("PAGA") settlement on the ground that it is fair to those affected and achieves the
5 objectives of the PAGA.

6 **II. FACTS AND PROCEDURAL HISTORY**

7 Plaintiff Taylor Fukumoto was employed as a service technician for Defendant LAGUNA
8 OVERHEAD LTD. from June 26, 2018 to April 17, 2020.

9 During the relevant time period for this PAGA action "PAGA period", from April 15, 2019
10 to April 15, 2020, there were 36 employees who were employed for Defendant Laguna Overhead
11 during the PAGA period. Of these employees, 28 were service technicians, like Mr. Fukumoto. The
12 other eight included installers and other administrative personnel. The aggregate number of pay
13 periods that they collectively worked between from April 15, 2019 to April 15, 2020 was 1,387.

14 On April 15-16, 2020, Plaintiff submitted notice to the Labor & Workforce Development
15 Agency (LWDA), as well as Laguna Overhead LTD, doing business as Precision Door Service/
16 Precision Overhead & Garage and the Owner, Michael Eric Hanson. (Exhibit 1: PAGA Notice).

17 On June 25, 2020, Mr. Fukumoto filed this action against Laguna Overhead LTD, et al.,
18 alleging (1) failure to indemnify for necessary expenditures in violation of Lab. Code § 2802; (2)
19 failure to furnish accurate itemized wage statements in violation of Lab. Code § 226; (3) failure to
20 pay overtime in violation of Lab. Code § 510; (4) willful failure to pay wages in violation of Lab.
21 Code §§ 201-203; (5) failure to timely pay wages on violation of Lab. Code § 204; (6) failure to pay
22 minimum wage in violation of Lab. Code § 1194; (7) an enforcement action for civil penalties under
23 the PAGA and (8) unfair competition in violation of Bus. & Prof. Code § 17200, et seq. Plaintiff
24 mainly claimed that Defendant failed to reimburse technicians for necessary tools, and pay stub
25 violations.

26 On July 24, 2020, Defendants' counsel Andrew B. Kleiner at Wood, Smith, Henning &
27 Berman LLP, sent Plaintiff's counsel Bruce T. Murray an email with an arbitration agreement
28 between Plaintiff and Defendant Laguna Overhead.

1 On July 28, 2020, Plaintiff dismissed his individual claims without prejudice, leaving only
2 the PAGA claim.

3 On October 14, 2020, Plaintiff propounded Special Interrogatories (Set One), Form
4 Interrogatories—Employment (Set One) and Requests for Production of Documents (Set One) on
5 Defendant Laguna Overhead LTD.

6 After granting discovery extensions, on December 21, 2020, Defendants served responses to
7 Plaintiff's written discovery; and Defendants served verifications December 23, 2020. Its document
8 production totaled 716 pages of employee wage statements and time records, its Employee Handbook
9 and its policies related to meal periods, rest periods, and lists of the tools required by service
10 technicians to perform their work for Defendant Laguna Overhead. (Subsequent document
11 production resulted in 2,053 documents being produced by Defendant.) Further discovery was also
12 conducted in 2021.

13 On December 16, 2021, the parties engaged in a full-day mediation with the Honorable Steven
14 R. Denton, Ret., from Judicate West. The parties were unable to reach an agreement at the mediation,
15 but they subsequently continued to negotiate informally. During this time, Plaintiff indicated his
16 intent to formally pursue his individual claims through arbitration.

17 On January 13, 2022, the parties agreed to have the Honorable Michelle Rosenblatt, Ret.,
18 arbitrate Plaintiff's individual claims, and on January 21, 2022, Plaintiff initiated arbitration
19 proceedings. The parties continued to negotiate.

20 On or about January 18, 2022, Defendants filed a Motion to Stay the Case Pending the
21 Arbitration of Plaintiff's Individual Claims, or, in the alternative, Compel Arbitration of the Instant
22 Action. This motion sought a stay of the case pending Plaintiff's arbitration, and was also based on
23 the anticipated decision in the federal Supreme Court case *Moriana v. Viking River*, which may
24 overturn *Iskanian v. CLS Transportation*, and thus mandate arbitration of PAGA claims under the FAA.
25 Here, Defendants contended that, with such a decision, this case must be dismissed due to Plaintiff's
26 arbitration agreement under the FAA.

27 On February 4, 2022, the honorable Robert J. Moss reassigned this case from Department
28 C14 to the Complex Civil division.

1 By March 1, 2022, the parties reached a settlement agreement on Plaintiff's individual claims
2 that were pending in arbitration, and which is subject to a separate confidential agreement, and of the
3 PAGA claim. (Exhibit 2: the parties' fully executed PAGA settlement agreement).

4 On March 31, 2022, Plaintiff electronically submitted a copy of this Motion for Approval of
5 PAGA Settlement and Proposed Order to the LWDA on its portal.

6 **III. PAGA SETTLEMENT TERMS**

7 **a. Aggrieved Employees Defined**

8 The aggrieved employees who are encompassed by this settlement are all current and former
9 employees of Defendant Laguna Overhead LTD, who worked as nonexempt employees at any time
10 between April 15, 2019 and April 15, 2020. The total number of aggrieved employees is 36.

11 **b. Allocation of Settlement Sum**

12 The total sum of the proposed PAGA settlement is \$25,000, which, subject to Court approval,
13 will be allocated as follows: (1) \$2,995 for settlement administration expenses, (2) up to \$8,700
14 reimbursement of Plaintiff's litigation costs, and (3) \$8,333 for Plaintiff's attorneys' fees (1/3 of the
15 total PAGA settlement); and (4) \$4,972 for PAGA penalties.

16 In accordance with Lab. Code § 2699 (i), of the \$4,972 in PAGA penalties, \$3,729 will be
17 paid to the LWDA and \$1,243 will be paid to the 36 aggrieved employees.

18 **c. Administration of Payments**

19 The parties have agreed to utilize Phoenix Settlement Administrators to administer payment
20 of the PAGA settlement. Within 14 calendar days of entry of the Court's order granting approval of
21 this Settlement Agreement, Defendants will transmit the PAGA penalties to the Settlement
22 Administrator. Within 14 calendar days of the Settlement Administrator's receipt of the PAGA
23 penalties and the Aggrieved Employee List, the Administrator will distribute the PAGA penalties to
24 the aggrieved employees. If the Court approves a payment of less than this amount and/or the actual
25 amount incurred by the Settlement Administrator is less than \$2,995, the difference will be added to
26 the PAGA penalties.

27 **d. Notice to Aggrieved Employees**

28 The Settlement Administrator shall run all the addresses provided through the United States

1 Postal Service NCOA database to obtain current address information. Within 14 calendar days after
2 the Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail the
3 Notice of Resolution together with a settlement payment to all aggrieved employees by first-class
4 United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return
5 all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement and
6 settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly
7 attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the
8 Notice and settlement check no later than 10 calendar days following receipt of the undeliverable
9 Notice.

10 **e. Uncashed Checks**

11 Settlement checks will specify that they are void if not negotiated within 120 days of their
12 issuance and will be voided if they are not cashed within that time period. The Settlement
13 Administrator will remit the entire amount of each PAGA aggrieved employees' uncashed Individual
14 Settlement Payment to the California State Controller for deposit in the Unclaimed Property Fund in
15 the name of the PAGA Group member to whom the uncashed Individual Settlement Payment was
16 drafted.

17 **IV. PLAINTIFF'S INDIVIDUAL SETTLEMENT**

18 **a. Amount of Settlement**

19 The parties entered into a confidential settlement of his individual claims. The amount of that
20 settlement can be ascertained from a review of the confidential settlement agreement, which is lodged
21 concurrently herewith for the Court's *in camera* review.

22 **b. Value of Individual Claims Released**

23 The total value of Plaintiff's individual wage and hour claims is \$83,664, exclusive of
24 attorneys' fees and costs. Below is a calculation of those damages. Defendants dispute these
25 calculations, as well as any alleged underlying liability, but agreed to resolve the longstanding case
26 to avoid further expensive, protracted litigation, including an arbitration whose costs they must bear.

27 Failure to indemnify: Mr. Fukumoto allegedly incurred a total of \$3,600 in unreimbursed tool
28 expenses.

1 Unpaid overtime: Mr. Fukumoto worked for Defendant Laguna Overhead an average of 55
2 hours per week, which he claims included “on call” time for which he was never compensated. The
3 total overtime compensation Plaintiff claims is owed is \$53,820, calculated as follows:

- 4 • \$15,210 for 2018 (1,040 hours total at an overtime rate of \$39 per hour)
- 5 • \$30,420 for 2019 (2,080 hours total at an overtime rate of \$39 per hour)
- 6 • \$8,190 for 2020 (560 total hours at an overtime rate of \$39 per hour)

7 Wait time penalties: By virtue of Defendants’ alleged failure to timely pay Mr. Fukumoto all
8 earned wages upon his termination, he claims he is entitled to waiting time penalties equal to a
9 maximum of 30 days wages. Because his daily earned wages equal \$325, the waiting time penalty
10 for which Defendants are allegedly liable is \$9,750.

11 Failure to furnish accurate wage statements: There were a total of 26 pay periods in which
12 Defendants allegedly furnished inaccurate and noncompliant wage statements, which Plaintiff claims
13 make Defendants liable for a total of \$2,550 in statutory penalties.

14 Prejudgment interest: Mr. Fukumoto claims he is also entitled to prejudgment interest on his
15 unpaid wages. *Bell v. Farmers Ins. Exchange*, 135 Cal.App.4th 1138, 1150 (2006) (“we conclude
16 that the trial court properly applied the 10 percent prejudgment interest rate provided by Civil Code
17 section 3289 to the accrual of unpaid wages”). The total amount of prejudgment interest allegedly
18 accrued is \$13,944. The time period for which it has accrued is from Plaintiff’s April 2020 separation
19 of employment until April 2022 (the potential date that this Motion would be approved).

20 General release of all claims: In addition to agreeing to release all individual wage and hour
21 claims that were or could have been alleged in his suit, Plaintiff further granted Defendants a general
22 release of all claims, known and unknown. Plaintiff contends this general release is of significant
23 value to the Defendants. Indeed, the very same date that Defendants received a copy of Plaintiff’s
24 PAGA Notice alleging his intent to bring a wage and hour suit, he was terminated by his employer.
25 The statute of limitations has not yet run on that claim. Had Plaintiff filed a retaliation suit, he would
26 have been entitled to damages for emotional harm, lost earnings and punitive damages. These
27 damages that are being released as part of his individual settlement have a value of no less than
28 \$50,000 in addition to the \$83,664 value of his individual wage & hour claims. Defendants dispute

1 these contentions, and any liability for these alleged claims. Thus, Plaintiff contends that the total
2 value of the individual claims being released is no less than \$133,664.

3 **c. Merits of Plaintiff's Individual Claims**

4 Mr. Fukumoto worked as a service technician for Defendant Laguna Overhead from June 26,
5 2018 to April 17, 2020. Mr. Fukumoto's job duties – like the duties of all technicians at Laguna
6 Overhead – consisted of the repair of garage doors, which included the replacement of hardware such
7 as springs, cables, rollers, and repair or replace garage door automatic openers and accessories.

8 Failure to indemnify: During Plaintiff's employment, Plaintiff contends all service technicians
9 were required to supply and use their own tools to perform their work. In fact, the Employee Manual
10 lists 49 tools required for the technician's job. Plaintiff contends this evidences that Defendant
11 Laguna Overhead thus deems these tools necessary and required by technicians to complete their
12 work of the trade. However, Plaintiff contends Defendant Laguna Overhead only supplied Mr.
13 Fukumoto with four tools, and he had to purchase all other tools, which he also believes were
14 "necessary" to perform company work. Defendants dispute these allegations.

15 Failure to pay overtime by paying on commission: The witness-technicians who Plaintiff
16 interviewed corroborated that they worked overtime, but that it was difficult to determine exactly
17 how much, because the wage statements did not list their hours. However, Mr. Fukumoto kept
18 fastidious records of his own hours. He claims he was not compensated for all overtime hours
19 worked. Defendants deny these allegations.

20 Failure to pay overtime by failing to pay for on-call time: The witness-technicians
21 overwhelmingly reported that they worked on-call, although they differed as to exactly how much
22 they worked on call. Indeed, it was difficult for them to determine how much for the same reason
23 above: the wage statements allegedly did not include all hours worked, but instead paid by
24 "commission." Plaintiff contends Defendant's discovery responses confirmed lack of accounting for
25 on-call time; instead using commission: "If techs on unrestricted on-call time respond to authorized
26 calls to work, the techs will be paid their regular commission for time spent responding to authorized
27 calls to work, and any service or products they sell to the customer." (Defendant's response to
28 Plaintiff's Special Interrogatory No. 14). Witness-technicians explained that the on-call time was not

1 compensated by hourly payment or overtime, because they were only compensated by “commission,”
2 as Plaintiff alleged was the primary means by which Defendant avoided paying its technicians for all
3 hours worked. The service technicians were treated as salespeople on sales commission rather than
4 hourly workers performing technician’s work. Defendants fundamentally dispute each and every one
5 of these allegations, including, without limitation, that the claimed "on call" time was actually
6 compensable "hours worked". Technicians, including Plaintiff, were not under Defendant Laguna
7 Overhead's control, but were virtually unrestricted in what they may do, and where.

8 Failure to furnish accurate wage statements: In discovery, Plaintiff obtained his wage
9 statements for every pay period of his employment with Defendant. Plaintiff claims that the wage
10 statements furnished to him did not include (numbered according to the sub-sections of the statute):
11 (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5) net wages
12 earned, (8) the name and address of the legal entity that is the employer and, (9) all applicable hourly
13 rates in effect during the pay period and the corresponding number of hours worked at each hourly
14 rate by the employee. Defendants dispute these allegations.

15 **V. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT**

16 “The superior court shall review and approve any settlement of any civil action filed pursuant
17 to this part.” LAB. CODE § 2699 (1) (2). Class action “requirements need not be met when an
18 employee’s representative action against an employer is seeking civil penalties under the Labor Code
19 Private Attorneys General Act of 2004.” *Arias v. Superior Court*, 46 Cal.4th 969, 975 (2009). The
20 court’s task in determining whether to approve a PAGA settlement is to “ensur[e] that any negotiated
21 resolution is fair to those affected.” *Williams v. Superior Court of L.A. Cnty.*, 3 Cal.5th 531, 549
22 (2017). “The Court must evaluate ... the adequacy of the settlement in view of the purposes and
23 policies of PAGA,” which is to create “a deterrent effect upon the defendant employer and other
24 employers.” *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016).¹ Thus, in
25 determining whether to approve a PAGA settlement, the focus is not on the amount of compensation
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28 ¹ “In the absence of California law on the subject, California courts look to federal authority.” *Dunk v. Ford Motor Co.*,
48 Cal.App.4th 1794, 1801 fn.7 (1996).

1 received by aggrieved employees, but rather, whether the total settlement achieves PAGA's policy
2 of deterrence.

3 Although class action procedures need not be met when approving a PAGA settlement, in the
4 class action context, the reasonableness of a settlement is determined with an "understanding of the
5 amount that is in controversy and the realistic range of outcomes of the litigation." *Kullar v. Foot*
6 *Locker Retail*, 168 Cal.App.4th 116, 120 (2008). A settlement is fair if the "consideration being paid
7 for the release of those claims represents a reasonable compromise." *Munoz v. BCI Coca-Cola*
8 *Bottling Co.*, 186 Cal.App.4th 399, 408 (2010). "Ultimately, the trial court's determination is nothing
9 more than an amalgam of delicate balancing, gross approximations and rough justice." *Dunk v. Ford*
10 *Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). "Neither the trial court nor this court is to reach any
11 ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute,
12 for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive
13 litigation that induce consensual settlements. In other words, the settlement or fairness hearing is not
14 to be turned into a trial or rehearsal for trial on the merits." *7-Eleven Owners For Fair Franchising*,
15 85 Cal.App.4th, 1135, 1145 (2000). "The proposed settlement is not to be judged against a
16 hypothetical or speculative measure of what might have been achieved had plaintiffs prevailed at
17 trial." *Wershba v. Apple Computer Inc.*, 91 Cal.App.4th 224, 246 (2001).

18 "The court must stop short of the detailed and thorough investigation that it would undertake
19 if it were actually trying the case." *Clark v. American Residential Services LLC*, 175 Cal.App.4th
20 785, 799 (2009). "A settlement need not obtain 100 percent of the damages sought in order to be fair
21 and reasonable. (See *Rebney v. Wells Fargo Bank, supra*, 220 Cal.App.3d at p. 1139 [settlements
22 found to be fair and reasonable even though monetary relief provided was 'relatively paltry']; *City of*
23 *Detroit v. Grinnell Corp., supra*, 495 F.2d at p. 455 [settlement amounted to only 'a fraction of the
24 potential recovery'].) Compromise is inherent and necessary in the settlement process." *Wershba*, 91
25 Cal.App.4th at 250. "The very essence of a settlement is compromise, 'a yielding of absolutes and an
26 abandoning of highest hopes.'" *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 624 (9th Cir.
27 1981). There is a "strong judicial policy that favors settlements, particularly where complex class
28 action litigation is concerned." *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

1 Here, if the Court accepts this Motion for Approval of the PAGA Settlement, the Court will
2 retain jurisdiction to enforce the settlement pursuant to CCP § 664.6.

3 **VI. THE SETTLEMENT IS FAIR TO THOSE AFFECTED AND ACHIEVES THE**
4 **OBJECTIVES OF THE PAGA**

5 **a. PAGA Provides for Default Penalty Rate of \$100 Per Violation**

6 California Labor Code § 2699.3 (c) authorizes an aggrieved employee to bring a representative
7 action for the collection of civil penalties on behalf of himself and other employees against an employer
8 who has committed Labor Code violations against them. “The civil penalty is one hundred dollars
9 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
10 (\$200) for each aggrieved employee per pay period for each subsequent violation.” LAB. CODE § 2699
11 (f) (2). “In any action by an aggrieved employee seeking recovery of a civil penalty available under
12 subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount
13 specified by this part if, based on the facts and circumstances of the particular case, to do otherwise
14 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” LAB. CODE § 2699
15 (e) (2).

16 According to *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1209 (2008), “a ‘subsequent’
17 violation (which carries a double penalty) must refer to something other than an underpayment that
18 occurs after the first pay period. Although common sense might suggest a ‘subsequent’ violation is
19 nothing more than a violation that occurs at a later point in time after an ‘initial’ violation, this
20 definition is inadequate because the statutes provide for multiple penalties for ‘each failure to pay
21 each employee’ incurred in an initial violation. Until the employer has been notified that it is violating
22 a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the
23 employer cannot be presumed to be aware that its continuing underpayment of employees is a
24 ‘violation’ subject to penalties. However, after the employer has learned its conduct violates the Labor
25 Code, the employer is on notice that any future violations will be punished just the same as violations
26 that are willful or intentional — i.e., they will be punished at twice the rate of penalties that could
27 have been imposed or that were imposed for the initial violation.”

28 Here, there was no evidence that prior to the filing of this suit, that a court or Labor

1 Commissioner had found Laguna Overhead LTD, doing business as Precision Door Service/
2 Precision Overhead & Garage LLC or Michael Eric Hanson to have violated any of the Labor Code
3 provisions that were alleged in Plaintiff's PAGA suit, and none exists according to Defendants. As
4 such, Laguna Overhead's alleged violations of the Labor Code that did not have specific penalty
5 provisions would be subject to default civil penalties at a maximum \$100 rate, subject to a
6 discretionary reduction.

7 **b. Nature of Alleged Violations**

8 Failure to reimburse claim: Plaintiff alleged that he had to purchase his own tools in order to
9 carry out his job responsibilities as a service technician for Defendants: Laguna Overhead LTD, doing
10 business as Precision Door Service/ Precision Overhead & Garage LLC, and Michel Eric Hanson.
11 However, Defendants did not reimburse Mr. Fukumoto and his co-workers for the purchase of their
12 tools, he alleged.

13 Overtime claims: Plaintiff alleged that he and other service technicians worked more than 40
14 hours per week during the time he was worked for Respondents. Mr. Fukumoto alleged that he
15 worked an average of 55 hours per week. This included "on-call" time. Defendants' failure to pay
16 employees at least 1 ½ times minimum wage entitles these employees to payment of the difference
17 between the product of 1 ½ times minimum wage x 40 hours and the amounts they were actually paid
18 on those pay periods.

19 Wage statement claim: Plaintiff alleged that Defendants violated Labor Code § 226 by failing
20 to include the following elements in employees' itemized statement of wages (numbered according
21 to the sub-sections of the statute): (1) gross wages earned, (2) total hours worked by the employee,
22 (4) all deductions, (5) net wages earned, (8) the name and address of the legal entity that is the
23 employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding
24 number of hours worked at each hourly rate by the employee.

25 Willful failure to pay wages claim: Plaintiff alleged that none of the technicians who left
26 employment with the company were paid all wages due, including minimum wage and overtime pay.
27 At no time since their termination did Defendants pay them wait-time penalties as required by Labor
28 Code § 203, Plaintiff alleged.

1 Failure to timely pay wages: Plaintiff alleged that because overtime and minimum wages were
2 never paid to technicians and all other aggrieved employees, they were therefore not paid all wages
3 earned by the seventh calendar day following the close of their pay periods.

4 **c. Number of Alleged Violations**

5 The Labor Code violations allegedly committed by Defendant Laguna Overhead LTD were
6 claimed to be as follows:

- 7 • Alleged failure to furnish accurate itemized wage statements in violation of Labor
8 Code § 226: 36 aggrieved employees, for a total of 1,387 pay periods;
- 9 • Alleged failure to indemnify for necessary expenditures in violation of Labor Code §
10 2802: 33 aggrieved employees, who concurrently experienced violations of Lab. Code
11 § 226, and for a total of 1,295 pay periods for each violation.
- 12 • Alleged failure to pay overtime in violation of Lab. Code § 510; willful failure to pay
13 wages in violation of Lab. Code §§ 201-203; failure to timely pay wages on violation
14 of Lab. Code § 204; and failure to pay minimum wage in violation of Lab. Code §
15 1194: 32 aggrieved employees, who concurrently experienced violations of Lab. Code
16 § 226, and for a total of 1,259 pay periods for each violation.

17 Thus, the total aggregate number of pay periods worked by all 36 aggrieved employees
18 between April 15, 2019 to April 15, 2020 was 1,259; 1,295 or 1,387 depending on the particular
19 violation alleged.

20 If Plaintiff were to have proven that each and every aggrieved employee was subjected to a
21 minimum wage, overtime, reimbursement, wage statement and failure to timely pay wages violation
22 on all of the aggregate pay periods that they worked during the PAGA period, the number of
23 violations committed would have been 3,941.

24 As to the 6 aggrieved employees whose employment separated at some point during the
25 PAGA period, if Plaintiff were to have proven that Laguna Overhead willfully failed to pay each of
26 them all due wages within the time required by Labor Code § 201-202, that would have given rise to
27 6 violations. Thus, the maximum aggregate number of violations that Laguna Overhead allegedly
28 violated was 3,941.

1 **d. Total Amount of Potential Penalties Liability**

2 If the Court were to apply the \$100 default penalty rate for all Labor Code violations pled,
3 and the Court permitted Plaintiff to “stack” the five Labor Code violations pled, the total amount of
4 penalties for which Laguna Overhead would be liable if all allegations were proven true would be
5 \$803,295. If the Court were not to permit stacking of the Labor Code violations, then the maximum
6 amount that Defendants would be liable for if all allegations were proven true would be \$148,500.

7 **e. Total Amount of Penalties Defendant Likely to Have Been Found Liable for at**
8 **Trial**

9 Defendant Laguna Overhead paid its employees on a weekly basis rather than a bi-weekly.
10 Defendants claimed that this was for the benefit of employees. Thus, for the purpose of calculating
11 penalties, Defendants advocated reducing the number of pay periods by on a bi-weekly basis rather
12 than a weekly basis, from 52 annual pay periods, to 26 (or half), under the Court's discretionary
13 reduction power. If the Court were to have accepted this argument, the total amount of penalties that
14 Plaintiff contends Laguna Overhead would likely to have been found liable for at trial would have
15 been approximately \$75,000 to \$400,000. However, for the reasons discussed below, there was a
16 possibility that the Court could have applied a discretionary reduction in penalties under LAB. CODE
17 § 2699 (e) (2), which could have dramatically reduced the total penalties award by anywhere from
18 10%-90%.

19 Plaintiff contends the witness service technicians almost overwhelmingly corroborated
20 Plaintiff's allegation that the company did not supply its technicians with the tools necessary for their
21 jobs. However, in discovery, Plaintiff learned that at least nine of the 28 technicians were reimbursed
22 for the purchase of their tools. Moreover, Defendant contends that all truly "required" tools were
23 actually provided and made available to the technicians, many of whom chose to use their own
24 personal tools. Further, Defendant contends that Plaintiff (and other technicians) were not required
25 to purchase the overwhelmingly vast majority of tools they claim were "necessary," but were purely
26 *desired* by them. They thus seek reimbursement for unnecessary expenses for which Labor Code
27 section 2802 does not require any reimbursement.

28 As to “on-call” policies and practices, Plaintiff claims most of the witness-technicians

1 reported that they did work on-call. However, the technician-witnesses diverged substantially on the
2 amount of time they were on call – several of them reported just one day per week, others said several
3 days. More importantly, as to whether the technicians were paid for their on-call time, or paid
4 overtime for their on-call time, at least one witness technician declined to answer the question. Others
5 explained that the on-call time was not compensated by hourly payment or overtime, because they
6 were only compensated by “commission,” as Plaintiff alleged was the primary means by which
7 Defendant avoided paying its technicians for all hours worked. Plaintiff claims the service
8 technicians were treated as salespeople on sales commission rather than hourly workers performing
9 technician’s work. Defendant disputes all of this. Its technicians and the relevant aggrieved
10 employees were paid hourly. Although part of their earnings came from commission, they were
11 treated as non-exempt, hourly employees, and paid appropriately. Further, Defendant contends (and
12 would prove) that the 'on call' time was not compensable hours worked. Employees were free to
13 leave (and did, often returning home, or wherever they pleased), and were virtually unrestricted.
14 Defendants lacked any control over employees on call, and the time was not compensable hours
15 worked.

16 **f. Facts Indicating that Imposition of Penalties Would be Unjust, Arbitrary,**
17 **Confiscatory or Oppressive**

18 As discussed above, the primary Labor Code violations Plaintiff alleges – failure to indemnify
19 and failure to pay overtime – were largely limited to the 28 service technicians. Further, there is no
20 evidence that Defendants have previously been found liable for committing Labor Code violations
21 against its employees. Also, as the Defense contended, paying employees on a weekly basis was
22 beneficial to employees, although non-beneficial to the Defendant in the calculation of the number
23 of pay periods in which violations occurred. The Court might have taken this into account in
24 determining whether it would be fair to assess the full penalty amount; and thus, such a determination
25 would have resulted in half the penalties claimed. Defendants further believe there were significant
26 defenses and failures in the claimed liability, as shown above.

27 **g. Other Relevant Factors**

28 Also, to the extent that the LWDA does not object to this proposed settlement, this further

1 militates in favor of settlement approval.

2 Lastly, on March 30, 2022, the United States Supreme Court will hear the matter of *Viking*
3 *River Cruises, Inc. v. Moriana*, Case No. 20-1573. At issue in this case is whether a California
4 employer may enter into an agreement with an employee whereby the employee agrees to only bring
5 his or her individual claims in an arbitration proceeding and not bring any class or representative
6 claim under the PAGA. As of the date of this Motion, California law prohibits enforcement of
7 arbitration provisions that limit an employee's right to bring a PAGA action in state court. However,
8 if the Supreme Court holds that an arbitration agreement can limit an employee's right to bring PAGA
9 claims in state court, then it will overrule the *Iskanian v. CSL Transportation Los Angeles, LLC*, 59
10 Cal.4th 348 (2014) decision and vitiate Plaintiff Taylor Fukomoto's now pending PAGA claim.
11 Defendants believe this would be the result of *Viking River*. Indeed, Mr. Fukomoto entered into an
12 arbitration agreement with Defendants, whereby he agreed not to bring any class or PAGA claims in
13 arbitration. Defense counsel raised the arbitration agreement as its first affirmative defense in
14 Defendants' Answer, and has expressed his intent to dismiss this PAGA action if the *Viking River*
15 *Cruises, Inc. v. Moriana* does in fact overrule the *Iskanian v. CSL Transportation Los Angeles, LLC*
16 decision. In fact, Defendants already filed a Motion to Stay this case pending *Viking River's* outcome,
17 and/or compel this case to arbitration.

18 The *Viking River Cruises, Inc. v. Moriana* decision is expected to be published this summer.
19 The potential that Plaintiff's PAGA claim will be vitiated by the *Viking River Cruises, Inc. v. Moriana*
20 militates in favor of approving this PAGA settlement while there is still a PAGA claim to be settled.
21 If it is not approved, then there is a risk that by this summer, the claim will have a zero-dollar value.
22 In light of this risk, the proposed PAGA settlement is reasonable.

23 **VII. AGGRIEVED EMPLOYEES WILL NOT BE PREJUDICED BY DISMISSAL OF**
24 **PAGA CLAIM**

25 With respect to PAGA judgments, nonparty employees are "not be bound by the judgment as
26 to remedies other than civil penalties." *Arias v. Superior Court*, 46 Cal.4th 969, 987 (2009). As such,
27 aggrieved employees will not be prejudiced by a dismissal of this action because that dismissal will
28 not bar them from seeking their own individual remedies against Laguna Overhead for any of the

1 Labor Code violations that have been released as part of the parties' PAGA settlement. Further, there
2 are no other known pending actions that would be affected by Plaintiff's release of PAGA claims in
3 this suit.

4 Plaintiff knows of no other cases that would be impacted by this settlement.

5 **VIII. THE SETTLEMENT PROVIDES FOR REASONABLE ATTORNEY'S FEES &**
6 **COSTS**

7 **a. CCP § 1021.5's Private Attorney General Statute**

8 "When a number of persons are entitled in common to a specific fund, and an action brought
9 by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such
10 plaintiff or plaintiffs may be awarded attorney's fees out of the fund." *Laffitte v. Robert Half Int'l*
11 *Inc.*, 1 Cal.5th 480, 497 (2016); CIV. PROC. CODE § 1021.5. Formal intervention is unnecessary to
12 obtain section 1021.5 fees. *People v. Investco Mgmt. & Dev. LLC*, 22 Cal.App.5th 443, 459 (2018).

13 **b. Common Fund Doctrine**

14 "California has long recognized, as an exception to the general American rule that parties bear
15 the costs of their own attorneys, the propriety of awarding an attorney fee to a party who has recovered
16 or preserved a monetary fund for the benefit of himself or herself and others. In awarding a fee from
17 the fund or from the other benefited parties, the trial court acts within its equitable power to prevent
18 the other parties' unjust enrichment. Because it distributes the cost of hiring an attorney among all
19 the parties benefitted, a common fund fee award has sometimes been referred to as 'fee spreading.
20 Class action litigation can result in an attorney fee award pursuant to a statutory fee shifting provision
21 or through the common fund doctrine when ... a class settlement agreement establishes a relief fund
22 from which the attorney fee is to be drawn." *Lofton v. Wells Fargo Home Mortg.*, 238 Cal.Rptr.3d
23 626, 639-40 (2018).

24 "The common fund doctrine provides that a private plaintiff, or his attorney, whose efforts
25 create, discover, increase or preserve a fund to which others also have a claim is entitled to recover
26 from the fund the costs of his litigation, including attorneys' fees. The doctrine is employed to realize
27 the broadly defined purpose of recapturing unjust enrichment. That is, the doctrine is designed to
28 spread litigation costs proportionately among all the beneficiaries so that the active beneficiary does

1 not bear the entire burden alone and the ‘stranger’ beneficiaries do not receive their benefits at no
2 cost to themselves.” *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977).

3 **c. Fees Awarded in Representative Actions Should be Comparable to Percentages**
4 **Charged in Marketplace**

5 “The amount of attorney fees typically negotiated in comparable litigation should be
6 considered in the assessment of a reasonable fee in representative actions in which a fee agreement
7 is impossible. Given the unique reliance of our legal system on private litigants to enforce substantive
8 provisions of law through class and derivative actions, attorneys providing the essential enforcement
9 services must be provided incentives roughly comparable to those negotiated in the private bargaining
10 that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase
11 injurious behavior. In defining a ‘reasonable fee’ in such representative actions the law should mimic
12 the market.” *Lealao v. Beneficial California Inc.*, 82 Cal.App.4th 19, 47-48 (2000); *Chavez v. Netflix*,
13 162 Cal.App.4th 43, 65 (2008) (noting the trial court’s finding that 20%-40% encompassed the range
14 of contingency fee percentages found in the marketplace).

15 **d. Parties in Representative Actions are Permitted to Choose Proper Allocation of**
16 **Attorneys’ Fees to Reflect Amount that Defendant Would Have Been Obligated**
17 **to Pay Had Plaintiff Prevailed**

18 “Even where the parties do not specifically agree to the amount of attorney fees, the defendant
19 usually has a fairly good idea of the range of fees that will be sought and the approximate amount
20 likely to be awarded. The value of the benefit a settling defendant is willing to confer on the class —
21 either through the establishment of a separate fund or in some other way — will therefore invariably
22 be influenced by the amount of fees it *would* be obliged, or estimates it *would* be obliged, to pay class
23 counsel *if it did so directly*.” *Apple Computer, Inc. v. Superior Court*, 126 Cal.App.4th 1253, 1269
24 (2005). Thus, “it is well settled that the parties to a lawsuit may negotiate a settlement according to
25 which the defendant makes a lump-sum payment embracing both monetary relief to the plaintiff and
26 attorney’s fees liability. The device of a lump-sum settlement is normally used in class action cases
27 governed by a fee-shifting statute which, if the plaintiffs were to prevail at trial, might permit them
28 to obtain substantial fees directly from the defendant in addition to the amount of any

1 judgment.” *Apple Computer, Inc.*, 126 Cal.App.4th at 1269.

2 Over the past 21 months, Plaintiff propounded two sets of written discovery, consisting of
3 document demands, special interrogatories and form interrogatories, which required Plaintiff to meet
4 and confer regarding supplemental responses. Further, Plaintiff has taken numerous recorded witness
5 interviews. In addition, Plaintiff’s counsel has received and reviewed 2,053 pages of documents
6 produced by the defense, plus hundreds of additional pages of materials provided by Plaintiff. In
7 addition, the parties prepared for and attended a full-day mediation. As detailed in the
8 contemporaneous time records produced herewith, Plaintiff’s counsel has spent no less than 296 hours
9 of work in connection with this case, for a total of over \$138,765 in attorney’s fees and \$8,691 in
10 litigation costs to date. (Exhibit 4: Itemized Time and Expense Detail). This figure does not take into
11 account the lodestar multiplier that Plaintiff could have received if the case would have been tried.
12 Further, Plaintiff anticipates spending an additional 20 hours of work after the filing of this Motion,
13 including preparing for and attending the hearing on this Motion, and, assuming the Court approves
14 the settlement, post settlement obligations to implement the terms of the settlement.

15 The proposed \$8,333 for Plaintiff’s negotiated attorneys’ fees (1/3 of the total PAGA
16 penalties) and \$8,700 reimbursement of Plaintiff’s litigation costs is fair and reasonable given the
17 result obtained on the PAGA claim and the amount of time, effort, risk and expense incurred by
18 Plaintiff’s counsel to obtain the result.

19 Because Plaintiff’s counsel takes only contingency cases, if the firm were not to receive the
20 full amount of attorneys’ fees requested in the majority of cases, it would not be economically feasible
21 to undertake this type of representation in light of staffing costs and overhead required to maintain
22 this type of practice. Further, the rates charged by Plaintiff’s counsel are in line with rates charged by
23 other employment litigators with similar experience. Additionally, Plaintiff’s counsel advanced
24 approximately \$8,700 in litigation costs in this case, undertook the risk of never being compensated
25 for the work performed on the case and losing all out-of-pocket costs spent on the litigation. Thus,
26 based on inherent complexity of PAGA litigation, risk of nonpayment, time and effort spent, expenses
27 incurred, the 21-month anticipated delay in payment of attorneys’ fees and reimbursement of
28 litigation costs and the good result obtained, the amount sought in attorneys’ fees is reasonable.

1 The fee agreement between Plaintiff's counsel and Plaintiff is a written contingency fee
2 agreement, whereby our firm agreed to advance all litigation costs and take a percentage of any
3 recovery that might be obtained in this matter. There is no fee-splitting agreement between our firm
4 and any other firm in connection with this case. As such, all attorneys' fees would be paid to
5 Plaintiff's counsel.

6 **IX. CONCLUSION**

7 Based on the above, Plaintiff respectfully requests that the Court grant her Motion for
8 approval.

9 **PIMENTEL LAW, P.C.**

10
11 Dated: March 31, 2022

12 By: Bruce T. Murray
13 Bruce T. Murray, Esq.
14 Attorney for Plaintiff

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I, Bruce T. Murray, declare as follows:

1. I am an attorney at law duly licensed to practice before the State Courts of California, and the attorney of record for Plaintiff in the above-entitled action.

2. I have personal knowledge of all facts contained within this declaration, except those that are stated upon information and belief.

3. If called to testify to any fact contained within this declaration, I would and could be competent to do so.

4. Plaintiff Taylor Fukumoto was employed as a service technician for Defendants from June 26, 2018 to April 17, 2020.

5. During the relevant time period for this PAGA action “PAGA period”, from April 15, 2019 to April 15, 2020, there were 36 employees who were employed for Defendants during the PAGA period. Of these employees, 28 were service technicians, like Mr. Fukumoto. The other eight included installers and other administrative personnel. The aggregate number of pay periods that they collectively worked between from April 15, 2019 to April 15, 2020 was 1,387.

6. On April 15-16, 2020, on behalf of on behalf of Mr. Fukumoto, I submitted notice to the Labor & Workforce Development Agency (LWDA), as well as Laguna Overhead LTD, doing business as Precision Door Service/ Precision Overhead & Garage and the Owner, Michel Eric Hanson. A true and correct copy of this document is attached here as Exhibit 1.

7. On June 25, 2020, on behalf of Mr. Fukumoto, I filed this action against Laguna Overhead LTD, et al., alleging (1) failure to indemnify for necessary expenditures in violation of Lab. Code § 2802; (2) failure to furnish accurate itemized wage statements in violation of Lab. Code § 226; (3) failure to pay overtime in violation of Lab. Code § 510; (4) willful failure to pay wages in violation of Lab. Code §§ 201-203; (5) failure to timely pay wages on violation of Lab. Code § 204; (6) failure to pay minimum wage in violation of Lab. Code § 1194; (7) an enforcement action for civil penalties under the PAGA and (8) unfair competition in violation of Bus. & Prof. Code § 17200, et seq. Plaintiff mainly claimed that Defendant failed to reimburse technicians for necessary tools and pay stub violations.

1 8. On July 24, 2020, Defendants' counsel Andrew B. Kleiner at Wood, Smith, Henning &
2 Berman LLP, sent me an email with an attached arbitration agreement between Plaintiff and
3 Defendant.

4 9. On July 28, 2020, on behalf of Mr. Fukumoto, I filed a Request for Dismissal of
5 Plaintiff's individual claims without prejudice, leaving only the PAGA claim.

6 10. On October 14, 2020, on behalf of Mr. Fukumoto, I propounded Special Interrogatories
7 (Set One), Form Interrogatories—Employment (Set One) and Requests for Production of Documents
8 (Set One) on Defendant Laguna Overhead LTD.

9 11. After I had granted discovery extensions to Defense counsel, on December 21, 2020,
10 Defense counsel served responses to Plaintiff's written discovery; and Defendant served verifications
11 December 23, 2020. Its document production totaled 716 pages of employee wage statements and time
12 records, its Employee Handbook and its policies related to meal periods, rest periods, and lists of the
13 tools required by service technicians to perform their work for Defendant. (Subsequent document
14 production resulted in 2,053 documents being produced by Defendant.)

15 12. On December 16, 2021, the parties engaged in a full-day mediation with the Honorable
16 Steven R. Denton, Ret., from Judicate West. The parties were unable to reach an agreement at the
17 mediation, but they subsequently continued to negotiate informally.

18 13. On January 13, 2022, the parties agreed to have the Honorable Michelle Rosenblatt, Ret.,
19 arbitrate Plaintiff's individual claims, and on January 21, 2022, on behalf of Mr. Fukumoto, I initiated
20 arbitration proceedings. The parties continued to negotiate.

21 14. On February 4, 2022, the honorable Robert J. Moss reassigned this case from Department
22 C14 to the Complex Civil division.

23 15. By March 1, 2022, the parties reached a settlement agreement on Plaintiff's individual
24 claims that were pending in arbitration, and which is subject to a separate confidential agreement, and
25 of the PAGA claim. A true and correct copy of the fully executed PAGA settlement agreement is
26 attached hereto as Exhibit 2.

27 16. On March 31, 2022, on behalf of Mr. Fukumoto, I electronically submitted a copy of this
28 Motion for Approval of PAGA Settlement and Proposed Order to the LWDA on its portal.

1 17. The aggrieved employees who are encompassed by this settlement are all current and
2 former employees of Laguna Overhead LTD, who worked as nonexempt employees at any time
3 between April 15, 2019 and April 15, 2020. The total number of aggrieved employees is 36.

4 18. The total sum of the proposed PAGA settlement is \$25,000, which, subject to Court
5 approval, will be allocated as follows: (1) \$2,995 for settlement administration expenses, (2) up to
6 \$8,700 reimbursement of Plaintiff's litigation costs, and (3) \$8,333 for Plaintiff's attorneys' fees (1/3
7 of the total PAGA settlement); and (4) \$4,972 for PAGA penalties.

8 19. In accordance with Lab. Code § 2699 (i), of the \$4,972 in PAGA penalties, \$3,729 will
9 be paid to the LWDA and \$1,243 will be paid equally to the 36 aggrieved employees.

10 20. The parties have agreed to utilize Phoenix Settlement Administrators to administer
11 payment of the Gross Settlement Fund. Within 21 calendar days of receipt of Court approval, the
12 administrator will distribute the Gross Settlement Fund as proposed in Section III. a. above. If the
13 Court approves a payment of less than this amount and/or the actual amount incurred by the Settlement
14 Administrator is less than \$2,995, the difference will be added to the Net Settlement Amount.

15 21. The Settlement Administrator shall run all the addresses provided through the United
16 States Postal Service NCOA database to obtain current address information. Within 21 calendar days
17 after the Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail
18 the Notice of Resolution together with a settlement payment to all aggrieved employees by first-class
19 United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return
20 all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement and
21 settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly
22 attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the
23 Notice and settlement check no later than 10 calendar days following receipt of the undeliverable
24 Notice.

25 22. The parties entered into a confidential settlement of his individual claims. The amount of
26 that settlement can be ascertained from a review of the confidential settlement agreement, which is
27 lodged concurrently herewith for the Court's *in camera* review.

28 23. The total value of Plaintiff's individual wage and hour claims is \$83,664, exclusive of

1 attorneys' fees and costs.

2 24. For failure to indemnify, Mr. Fukumoto incurred a total of \$3,600 in unreimbursed tool
3 expenses.

4 25. In terms of unpaid overtime, Mr. Fukumoto worked for Defendants an average of 55
5 hours per week, which included "on call" time for which he was never compensated. The total
6 overtime compensation owed is \$53,820, calculated as follows: (1) \$15,210 for 2018 (1,040 hours
7 total at an overtime rate of \$39 per hour) (2) \$30,420 for 2019 (2,080 hours total at an overtime rate
8 of \$39 per hour); and (3) \$8,190 for 2020 (560 total hours at an overtime rate of \$39 per hour) .

9 26. Wait time penalties: By virtue of Defendants' failure to timely pay Mr. Fukumoto all
10 earned wages upon his termination, he is entitled to wait time penalties equal to a maximum of 30
11 days wages. Because his daily earned wages equal \$325, the wait time penalty for which Defendants
12 are liable is \$9,750.

13 27. Failure to furnish accurate wage statements: There were a total of 26 pay periods in which
14 Defendants furnished inaccurate and noncompliant wage statements, making Defendants liable for a
15 total of \$2,550 in statutory penalties.

16 28. Prejudgment interest: Mr. Fukumoto is entitled to prejudgment interest on his unpaid
17 wages. The total amount of prejudgment interest accrued is \$13,944. The time period for which it has
18 accrued is from Plaintiff's April 2020 separation of employment until April 2022 (the potential date
19 that this Motion would be approved).

20 29. General release of all claims: In addition to agreeing to release all individual wage and
21 hour claims that were or could have been alleged in his suit, Mr. Fukumoto further granted Defendants
22 a general release of all claims, known and unknown. This general release is of significant value to the
23 Defendants. Indeed, the very same date that Defendants received a copy of Plaintiff's PAGA Notice
24 alleging his intent to bring a wage and hour suit, he was terminated by his employer. The statute of
25 limitations has not yet run on that claim. Had Mr. Fukmoto filed a retaliation suit, he would have been
26 entitled to damages for emotional harm, lost earnings and punitive damages. These damages that are
27 being released as part of his individual settlement have a value of no less than \$50,000 in addition to
28 the \$83,664 value of his individual wage & hour claims. Thus, the total value of the individual claims

1 being released is no less than \$133,664.

2 30. Mr. Fukumoto worked as a service technician for Defendants from June 26, 2018 to April
3 17, 2020. Mr. Fukumoto's job duties – like the duties of all technicians at Laguna Overhead – consisted
4 of the repair of garage doors, which included the replacement of hardware such as springs, cables,
5 rollers, and repair or replace garage door automatic openers and accessories.

6 **Mr. Fukumoto's Individual Claims**

7 31. Failure to indemnify: During Mr. Fukumoto's employment, all service technicians were
8 required to supply and use their own tools to perform their work. In fact, the Employee Manual lists
9 49 tools required for the technician's job. The company thus deems these tools necessary and required
10 by technicians to complete their work of the trade. However, Defendants only supplied Mr. Fukumoto
11 with four tools, and he had to purchase all other tools necessary to perform company work.

12 32. Failure to pay overtime by paying on commission: Defendants' failure to pay overtime
13 is strongly supported by the fact that Laguna Overhead treated Mr. Fukumoto, and all of its service
14 technicians, as "sales technicians"; and paid them on the basis of commissions rather than by hours
15 worked doing the work they actually did – working on garage doors (and as an adjunct, selling those
16 services). Indeed, beginning with the July 22, 2018 pay period, the wage statement that Defendants
17 provided to Mr. Fukumoto eliminated listing of the number of hours worked and categorized most all
18 wages earned as "commission." The witness-technicians who Plaintiff interviewed corroborated that
19 they worked overtime, but that it was difficult to determine exactly how much, because the wage
20 statements did not list their hours. However, Mr. Fukumoto kept fastidious records of his own hours.

21 33. Failure to pay overtime by failing to pay for on-call time: The witness-technicians
22 overwhelmingly reported that they worked on-call, although they differed as to exactly how much they
23 worked on call. Indeed, it was difficult for them to determine how much for the same reason above:
24 the wage statements did not include all hours worked, but instead paid by "commission." Defendant's
25 discovery responses confirmed lack of accounting for on-call time; instead using commission: "If techs
26 on unrestricted on-call time respond to authorized calls to work, the techs will be paid their regular
27 commission for time spent responding to authorized calls to work, and any service or products they
28 sell to the customer." (Defendant's response to Plaintiff's Special Interrogatory No. 14). Witness-

1 technicians explained that the on-call time was not compensated by hourly payment or overtime,
2 because they were only compensated by “commission,” as Plaintiff alleged was the primary means by
3 which Defendant avoided paying its technicians for all hours worked. The service technicians were
4 treated as salespeople on sales commission rather than hourly workers performing technician’s work.

5 34. Failure to furnish accurate wage statements: In discovery, Mr. Fukumoto obtained his
6 wage statements for every pay period of his employment with Defendant. The wage statements
7 corroborated Plaintiff’s claims that the wage statements furnished to him did not include (numbered
8 according to the sub-sections of the statute): (1) gross wages earned, (2) total hours worked by the
9 employee, (4) all deductions, (5) net wages earned, (8) the name and address of the legal entity that is
10 the employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate by the employee.

12 **The nature of the alleged PAGA violations**

13 35. Failure to reimburse claim: Mr. Fukumoto alleged that he had to purchase his own tools
14 in order to carry out his job responsibilities as a service technician for Defendants: Laguna Overhead
15 LTD, doing business as Precision Door Service/ Precision Overhead & Garage LLC, and Michel Eric
16 Hanson. However, Defendants did not reimburse Mr. Fukumoto and his co-workers for the purchase
17 of their tools, he alleged.

18 36. Overtime claims: Plaintiff alleged that he and other service technicians worked more than
19 40 hours per week during the time he was worked for Respondents. Mr. Fukumoto alleged that he
20 worked an average of 55 hours per week. This included “on-call” time. Defendants’ failure to pay
21 employees at least 1 ½ times minimum wage entitles these employees to payment of the difference
22 between the product of 1 ½ times minimum wage x 40 hours and the amounts they were actually paid
23 on those pay periods.

24 37. Wage statement claim: Plaintiff alleged that Defendants violated Labor Code § 226 by
25 failing to include the following elements in employees’ itemized statement of wages (numbered
26 according to the sub-sections of the statute): (1) gross wages earned, (2) total hours worked by the
27 employee, (4) all deductions, (5) net wages earned, (8) the name and address of the legal entity that is
28 the employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding

1 number of hours worked at each hourly rate by the employee.

2 38. Willful failure to pay wages claim: Plaintiff alleged that none of the technicians who left
3 employment with the company were paid all wages due, including minimum wage and overtime pay.
4 At no time since their termination did Defendants pay them wait-time penalties as required by Labor
5 Code § 203, Plaintiff alleged.

6 39. Failure to timely pay wages: Plaintiff alleged that because overtime and minimum wages
7 were never paid to technicians and all other aggrieved employees, they were therefore not paid all
8 wages earned by the seventh calendar day following the close of their pay periods.

9 40. The Labor Code violations allegedly committed by Laguna Overhead LTD, doing
10 business as Precision Door Service/ Precision Overhead & Garage LLC, and Michel Eric Hanson, are
11 as follows: (A) Failure to furnish accurate itemized wage statements in violation of Labor Code § 226:
12 36 aggrieved employees, for a total of 1,387 pay periods; (B) Failure to indemnify for necessary
13 expenditures in violation of Labor Code § 280233 aggrieved employees, who concurrently
14 experienced violations of Lab. Code § 226, and for a total of 1,295 pay periods for each violation; (C)
15 failure to pay overtime in violation of Lab. Code § 510; willful failure to pay wages in violation of
16 Lab. Code §§ 201-203; failure to timely pay wages on violation of Lab. Code § 204; and failure to pay
17 minimum wage in violation of Lab. Code § 1194: 32 aggrieved employees, who concurrently
18 experienced violations of Lab. Code § 226, and for a total of 1,259 pay periods for each violation.
19 Thus, the total aggregate number of pay periods worked by all 36 aggrieved employees between April
20 15, 2019 to April 15, 2020 was 1,259; 1,295 or 1,387, depending on the particular violation alleged.

21 41. If Plaintiff were to have proven that each and every aggrieved employee was subjected
22 to a minimum wage, overtime, reimbursement, wage statement and failure to timely pay wages
23 violation on each of the two aggregate pay periods that they worked during the PAGA period, the
24 number of violations committed would have been 3,941.

25 42. As to the 6 aggrieved employees whose employment separated at some point during the
26 PAGA period, if Plaintiff were to have proven that Laguna Overhead willfully failed to pay each of
27 them all due wages within the time required by Labor Code § 201-202, that would have given rise to
28 6 violations. Thus, the maximum aggregate number of violations that Laguna Overhead allegedly

1 violated was 3,941.

2 43. If the Court were to apply the \$100 default penalty rate for all Labor Code violations
3 pled, and the Court permitted Plaintiff to “stack” the five Labor Code violations pled, the total amount
4 of penalties for which Laguna Overhead would be liable if all allegations were proven true would be
5 \$803,295. If the Court were not to permit stacking of the Labor Code violations, then the maximum
6 amount that Defendants would be liable for if all allegations were proven true would be \$148,500.

7 44. Laguna Overhead paid its employees on a weekly basis rather than a bi-weekly.
8 Defendants claimed that this was for the benefit of employees. Thus, for the purpose of calculating
9 penalties, Defendants advocated reducing the number of pay periods by on a bi-weekly basis rather
10 than a weekly basis. If the Court were to have accepted this argument, the total amount of penalties
11 that Laguna Overhead would likely to have been found liable for at trial would have been
12 approximately \$75,000 to \$400,000. However, for the reasons discussed below, there was a possibility
13 that the Court could have applied a discretionary reduction in penalties under Lab. Code § 2699 (e)
14 (2), which could have reduced the total penalties award by anywhere from 10%-90%.

15 45. The witness service technicians almost overwhelmingly corroborated Plaintiff’s
16 allegation that the company did not supply its technicians with the tools necessary for their jobs.
17 However, in discovery, Plaintiff learned that at least nine of the 28 technicians were reimbursed for
18 the purchase of their tools.

19 46. As to “on-call” policies and practices, most of the witness-technicians reported that they
20 did work on-call. However, the technician-witness diverged substantially on the amount of time they
21 were on call – several of them reported just one day per week, others said several days. More
22 importantly, as to whether the technicians were paid for their on-call time, or paid overtime for their
23 on-call time, at least one witness technician declined to answer the question. Others explained that the
24 on-call time was not compensated by hourly payment or overtime, because they were only
25 compensated by “commission,” as Plaintiff alleged was the primary means by which Defendant
26 avoided paying its technicians for all hours worked. The service technicians were treated as
27 salespeople on sales commission rather than hourly workers performing technician’s work. Based on
28 the foregoing, Plaintiff believes that he likely would have shown a violation rate of somewhere

1 between 40% to 70% as to the 36 total aggrieved employees.

2 47. The primary Labor Code violations Plaintiff alleges – failure to indemnify and failure to
3 pay overtime – were largely limited to the 28 service technicians. Further, there is no evidence that
4 Defendants have previously been found liable for committing Labor Code violations against its
5 employees. Also, as the Defense contended, paying employees on a weekly basis was beneficial to
6 employees, although non-beneficial to the Defendant in the calculation of the number of pay periods
7 in which violations occurred. The Court might have taken this into account in determining whether it
8 would be fair to assess the full penalty amount.

9 48. The fact that none of the 36 alleged aggrieved employees ever brought their own
10 individual suit since this action was filed demonstrates an indifference by them to the amount of the
11 settlement or penalty allocation. Also, to the extent that the LWDA does not object to this proposed
12 settlement, this further militates in favor of settlement approval.

13 49. Over the past 21 months, Plaintiff propounded two sets of written discovery, consisting
14 of document demands, special interrogatories and form interrogatories, which required Plaintiff to
15 meet and confer regarding supplemental responses. Further, Plaintiff has taken numerous recorded
16 witness interviews. In addition, I have received and reviewed 2,053 pages of documents produced by
17 the defense, plus hundreds of additional pages of materials provided by Plaintiff. In addition, the
18 parties prepared for and attended a full-day mediation. As detailed in the contemporaneous time
19 records produced herewith, Plaintiff's counsel has spent no less than 296 hours of work in connection
20 with this case, for a total of over \$138,765 in attorney's fees and \$8,691 in litigation costs to date.
21 (Exhibit 4: Itemized Time and Expense Detail). This figure does not take into account the lodestar
22 multiplier that Plaintiff could have received if the case would have been tried. Further, I anticipate
23 spending an additional 20 hours of work after the filing of this Motion, including preparing for and
24 attending the hearing on this Motion, and, assuming the Court approves the settlement, post settlement
25 obligations to implement the terms of the settlement.

26 50. The proposed \$8,333 for Plaintiff's negotiated attorneys' fees (1/3 of the total PAGA
27 penalties) and \$8,700 reimbursement of Plaintiff's litigation costs is fair and reasonable given the
28 result obtained on the PAGA claim and the amount of time, effort, risk and expense incurred by

1 Plaintiff's counsel to obtain the result.

2 51. Because this law firm takes only contingency cases, if the firm were not to receive the
3 full amount of attorneys' fees requested in the majority of cases, it would not be economically feasible
4 to undertake this type of representation in light of staffing costs and overhead required to maintain this
5 type of practice. Further, the rates charged by Plaintiff's counsel are in line with rates charged by other
6 employment litigators with similar experience. Additionally, this law firm advanced approximately
7 \$8,700 in litigation costs in this case, undertook the risk of never being compensated for the work
8 performed on the case and losing all out-of-pocket costs spent on the litigation. Thus, based on inherent
9 complexity of PAGA litigation, risk of nonpayment, time and effort spent, expenses incurred, the 21-
10 month anticipated delay in payment of attorneys' fees and reimbursement of litigation costs and the
11 good result obtained, the amount sought in attorneys' fees is reasonable.

12 52. The fee agreement between Plaintiff's counsel and Plaintiff is a written contingency fee
13 agreement, whereby our firm agreed to advance all litigation costs and take a percentage of any
14 recovery that might be obtained in this matter. There is no fee-splitting agreement between our firm
15 and any other firm in connection with this case. As such, all attorneys' fees would be paid to Plaintiff's
16 counsel.

17 53. Aggrieved employees will not be prejudiced by a dismissal of this action because that
18 dismissal will not bar them from seeking their own individual remedies against Laguna Overhead for
19 any of the Labor Code violations that have been released as part of the parties' PAGA settlement.
20 Further, there are no other known pending actions that would be affected by Plaintiff's release of
21 PAGA claims in this suit.

22 54. During the course of witness interviews in this case, current and former employees of
23 Laguna Overhead have been informed orally of the pendency of this action. Each aggrieved employee
24 who was interviewed was informed that they were being interviewed in connection with this pending
25 action. We do know the names and mailing addresses of the aggrieved employees who were
26 interviewed.

27 55. Settlement checks will specify that they are void if not negotiated within 180 days of
28 their issuance and will be voided if they are not cashed within that time period. The Settlement

1 Administrator will remit the entire amount of each PAGA aggrieved employees' uncashed Individual
2 Settlement Payment to the California State Controller for deposit in the Unclaimed Property Fund in
3 the name of the PAGA Group member to whom the uncashed Individual Settlement Payment was
4 drafted.

5 56. I am an associate attorney at Pimentel Law, PC, and I have been licensed to practice law
6 since 2015. My hourly rate for legal services as of 2021 is \$450.

7 57. A large portion of my practice is in the area of employment litigation, including wage &
8 hour claims. I regularly attend conferences, seminars and conventions offered by Plaintiffs attorneys'
9 organizations, and stay informed on new developments in the field of employment law through various
10 law publications. I am also a member of the Consumer Attorneys Association of Los Angeles
11 (CAALA) and the California Employment Lawyers Association (CELA).

12 58. My hourly rate is commensurate with the rates charged by other Los Angeles attorneys
13 with similar experience.

14 59. My firm takes cases on contingency only. The basis for the \$450 hourly rate assigned to
15 the work I performed on this case is the inherent complexity, risk of nonpayment, time, effort, expense
16 and delay in payment involved in litigating wage & hour representative suits. If I were to charge a
17 discounted rate, it would not be economically feasible to undertake this type of representation in light
18 of staffing costs and overhead required to maintain this type of practice. A further basis for the \$450
19 hourly rate charged is the fact this is in line with rates charged by other employment litigators with
20 similar experience and because I have been awarded a \$400 rate in other litigations. There is no fee-
21 splitting agreement for this case between my firm and any other law firm.

22 60. I declare under the penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24
25 Dated: March 31, 2022

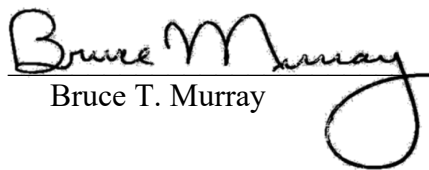
By: 
Bruce T. Murray

EXHIBIT 1

April 16, 2020

Via Electronic Filing

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

Re: PAGA Notice

PAGA Administrator:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Laguna Overhead LTD, doing business as Precision Door Service/ Precision Overhead & Garage LLC; and Michel Eric Hanson – collectively referred to here as “Respondents.” These violations were committed against Taylor Fukumoto and other current and former employees of the Respondents. The law and facts that support this claim are as follows:

Mr. Fukumoto has worked as a service technician for Respondents at Precision Door Service from June 26, 2018 to the present, at the firm’s location at 17975 Sky Park Circle, Irvine, California. The job duties of technicians, including Mr. Fukumoto’s, are the repair of garage doors, including the replacement of hardware such as springs, cables, rollers, and repair or replace garage door automatic openers and accessories. Secondary to their roles as technicians, the technicians, including Mr. Fukumoto, also provide customers estimates for the cost of new doors, installation and repair services. The company considers providing these estimates to be “sales” work, which constitutes about 10-15% of Fukumoto’s work, as well as the work of the other technicians. At all times during this employment, Mr. Fukumoto has worked an average of 55 hours per week. All other technicians and salespersons also worked more than 40 hours per week during Mr. Fukumoto’s employment. All sales persons and technicians of Respondents, including Mr. Fukumoto have been and are required to use their own tools to perform their job duties.

Employees are required to supply and use their own tools to perform their work. Taylor Fukumoto has paid approximately \$900 for his tools. Despite the fact that employees must supply their own tools, Respondents have failed to reimburse Mr. Fukumoto and their other California employees for the cost of their tools. This practice is in violation of Industrial

Welfare Commission Order No. 4-2001, section 9(b); 8 CAL. CODE REGS. § 11040 9(B); California Labor Code 2802 (a)-(d), and Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197. Furthermore, Respondents have not paid Mr. Fukumoto or other technicians at least twice the state's minimum wage within the last 12 months, in violation of and 8 CAL. CODE REGS. § 11040 9(B) and Welfare Commission Order No. 4-2001, section 9(b) – as incorporated into the Labor Code by Cal. Lab. Code §§ 1173, 1182.

According to the Industrial Welfare Commission Order No. 4-2001 and 8 CAL. CODE REGS. § 11040 9. (B), "When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." This order and regulation is further defined by the California Labor Code, which requires employers to reimburse employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." Cal. Lab. Code § 2802.

The Precision Door Service Training Manual lists 49 tools required for the technician's job. The company thus deems these tools necessary and required by technicians to complete their work of the trade. However, Respondents' only supplied Mr. Fukumoto with four tools: (1-2) two different residential spring gauges, (3) a pair of the 18" x 1/2" round stock winding bars, and (4) an opener stand that aids in opener installations. All other tools necessary for the Respondents' technicians must be purchased by the technicians in order to conduct company work.

Based on the chain-of-command, Michel Eric Hanson, Chief Executive Officer of Laguna Overhead Ltd., directs Mark Ho, the company office manager, to inform the technicians that they must supply their own tools, according to Fukumoto. Mr. Ho then relays this message to Victor Rocha, who is the manager that supervises the technicians on a daily basis, according to Fukumoto. Because Laguna Overhead LTD, Precision Overhead & Garage LLC, and Michel Eric Hanson do not provide these tools – which are necessary for the performance of these employees' jobs – they are obligated to pay their employees at least twice the state's minimum wage, according to IWC Order No. 4-2001, Cal. Code Regs. tit. 8 § 11140, and Cal. Lab. Code § 2802. However, Respondents have failed to reimburse Taylor Fukumoto and their other California employees for the cost of their tools. This practice is in violation of Industrial Welfare Commission Order No. 4-2001, section 9 (b), 8 CAL. CODE REGS. § 11040 9. (B) and California Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 2802 (a)-(d).

The California Labor Code, Section 226, requires employers to provide employees with an itemized statement of wages, including (1) gross wages earned, (2) total hours worked by the employee ... (4) all deductions, (5) net wages earned ... (8) the name and address of the

legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Respondents have failed to satisfy several of these elements of the code, discussed as follows:

Hours worked vs. "commission"; failure to pay overtime

Beginning with the July 22, 2018 pay period, the wage statement that Respondents provided to Mr. Fukumoto eliminated listing of the number of hours worked, and placed most all wages earned under "commission." These wage statements also fail to specify the applicable hourly rates in effect during the pay period. Not only does this violate Cal. Lab. Code § 226, but it is also reflective of Respondents' failure to pay overtime to its employees, including Mr. Fukumoto. California Labor Code section 510, Cal. Code Regs. tit. 8 § 11140, and the Industrial Welfare Commission Order No. 4-2001, mandate overtime payment to employees, in specified circumstances, by a particular formula. Respondents failed to pay Mr. Fukumoto and other employees for their overtime, in violation of the Labor Code and IWC order.

Mr. Fukumoto alleges that Respondents failed to pay its California employees, including Mr. Fukumoto, at least 1 ½ times the applicable minimum wage on various pay periods where their commissions did not meet or exceed the mathematical product of 1 ½ times minimum wage x 40 hours. Mr. Fukumoto further alleges that all other California employees worked more than 40 hours per week during the time he was worked for Respondents. Respondents' failure to pay employees at least 1 ½ times minimum wage entitles these employees to payment of the difference between the product of 1 ½ times minimum wage x 40 hours and the amounts they were actually paid on those pay periods. In addition, these employees, including Mr. Fukumoto, are also entitled to payment of overtime for all hours worked on these pay periods. Respondents' failure to pay Mr. Fukumoto and its other California employees at least 1 ½ times minimum wage and overtime on pay periods where their commissions did not exceed the sum of 1 ½ times minimum wage x 40 hours is in violation of Labor Code § 201-204, § 510, § 1194 and § 1197.

Also noteworthy regarding an employer's obligation to pay overtime wages, IWC Order No. 4-2001 3.(D) and Cal. Code Regs. tit. 8 § 11070 3.(D), exempt employees from the mandate to receive overtime payment if more than half of that employee's compensation represents commissions. The California Labor Code defines "commission wages" as "compensation paid to any person for services rendered in the sale of such employer's property or services and based proportionately upon the amount or value thereof." Cal. Lab. Code §204.1. Here, Mr. Fukumoto works primarily as a technician. To the extent that his work also involves "sales" – work appropriate for a commission payment – only about 10-15 percent of Fukumoto's work involves providing customers estimates for the cost of new

doors, installation and repair services, which Respondents' consider "sales" work. The fact that Respondents classify all of Mr. Fukumoto's work as commission-based sales is not only contrary to WC Order No. 4-2001 and Cal. Code Regs. tit. 8 § 11070, but it also violates the Labor Code's basic requirement to pay wages (Cal. Lab. Code § 204), to pay overtime in violation of Labor Code § 510, as well as failure to provide a statement of wages according to Cal. Lab. Code § 226. The IWC orders are incorporated into the Labor Code via Cal. Lab. Code §§ 1185, 1198. Mr. Fukumoto alleges that Respondents have engaged in this unlawful practice of failing to pay wages, failing to pay overtime and failing to furnish accurate itemized wage statements as to other California employees.

On numerous occasions, Taylor Fukumoto complained to Mark Ho, Precision Door Service Office Manager, regarding lack of full compensation; but according to Mr. Fukumoto, Mark Ho merely brushed off these concerns every time, telling the employees, "You're getting paid more than fairly, considering minimum wage." At no time since these complaints has Precision Door Service, Laguna Overhead LTD, or Michel Eric Hanson addressed the compensation problems, provided the tools necessary for the job, or increase Taylor Fukumoto's pay to at least double minimum wage in order to cover his supply of the tools.

Mr. Fukumoto further alleges that on various pay periods, Respondents failed to pay California employees at least 1 ½ times minimum wage, thereby entitling those employees to overtime pay for any overtime hours worked because IWC Wage Order 4-2001 3.(D) exemption would not apply when the employee is not paid at least 1 ½ times minimum wage. On those pay period where California employees did not earn at least 1 ½ times minimum wage, those employees worked overtime hours, and are therefore entitled to overtime pay for those hours. Respondents' practice of failing to pay overtime for those hours is in violation of Labor Code § 510.

Along with its failure to pay for hours worked and list the hours worked, Respondents failed to list applicable hourly rates on Mr. Fukumoto's – and all employee's pay statements, in violation of Cal. Lab. Code § 226.

Failure to list the legal entity that is the employer

The California Labor Code, Section 226 (8) requires that wage statements include the name and address of the legal entity that is the employer. The wage statements provided by Respondents' to not list Laguna Overhead LTD as the legal entity. By listing the employer as "PRECISION DOOR SERVICE" on wage statements of California employees, the Respondents have failed to list the name and address of the legal entity that is the employer, in violation of Cal. Lab. Code § 226.

Additionally, the wage statements provided to Respondents' employees list OPTIMUM EMPLOYER SOLUTIONS, LLC. first – above Precision Door Service – thus making it appear as if Optimum Employer Solutions is the employer, rather than Precision Door Service (or the actual legal entity). This ambiguous listing makes it unclear what entity is actually or purportedly the employer, and thus this is an additional violation of Cal. Lab Code 226(a).

Private Attorneys General remedies

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Cal. Lab. Code § 2699. For violations of the PAGA Act, there is established a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation.

Mr. Fukumoto seeks all remedies available under the Private Attorney General Act, and all other remedies available under the law.

Regards,


Bruce T. Murray, Esq.

EXHIBIT 2

PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorney General Act Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Taylor Fukumoto (“Fukumoto”), for himself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below), on the one hand, and, on the other, Defendant Laguna Overhead Ltd dba Precision Door Service and Michael Eric Hansen (“Hansen”) (collectively “Precision Door”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Fukumoto, Precision Door or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Fukumoto is a former employee of Precision Door. Fukumoto was employed by Precision Door from approximately June 26, 2018 to April 17, 2020;

(b) On April 15, 2020, Fukumoto’s counsel, Pimentel Law, P.C., submitted a letter under Labor Code section 2699.3 (the “PAGA Notice”) to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Fukumoto and all current and former employees who worked for Precision Door in California between April 15, 2019 and April 15, 2020 (the “Aggrieved Employees”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.* of Fukumoto’s intent to seek civil penalties under PAGA, for Precision Door’s alleged violations of Labor Code sections 201-204, 204.1, 226, 510, 1173, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2802, 2699 and the applicable Industrial Welfare Commission Wage Orders, including Order No. 4-2001, 8 Cal. Code Regs. §§ 11040(9)(B), 11140, 1107(3)(D). Fukumoto alleges that Precision door required the use of forty-nine (49) tools, of which it only supplied four (4), and employees are required to supply and use their own tools to perform their work without reimbursement or without being paid twice minimum wage, that the wage statements were noncompliant, and that Plaintiff was misclassified as an exempt commissioned employee and was not paid all wages, minimum wage, or overtime wages (collectively the “PAGA Claim”). “Aggrieved Employees” are defined solely for purposes of this Settlement as all former and current non-exempt employees employed by Precision Door in California at any time between April 15, 2019 and April 15, 2020 with respect to the failure to furnish accurate itemized wage statements claim (Labor Code § 226); all former and current technicians, installers, and warehouse managers employed by Precision Door in California at any time between April 15, 2019 and April 15, 2020 with respect to the failure to indemnify for necessary business expenses claim (8 Cal. Code Regs. §§ 11040 and 11140, Labor Code §§ 1173, 1182, 1182.12, 1194, 1194.2, 1197, and 2802); and all former and current technicians and installers employed by Precision Door in California at any time between April 15, 2019 through April 15, 2020 with respect to the remainder of the claims, including failure to pay overtime, failure to pay wages, failure to timely pay wages, failure to pay minimum wage, and unpaid on-call time claims (8 Cal. Code Regs. §§ 11040, 11140, 11070, 11070.3 and 11140, Labor Code §§ 201-204, 204.1, 510, 1185, 1194, 1197, 1198);

(c) On June 25, 2020, Fukumoto filed a complaint in the Orange County Superior Court, Case No.30-2020-01149340-CU-OE-CJC, alleging (1) failure to indemnify necessary expenditures in violation of Labor Code section 2802, (2) failure to pay overtime in violation of Labor Code section 510, (3) failure to pay wages in violation of Labor Code sections 201-203, (4) failure to timely pay wages in violation of Labor Code section 204, (5) failure to pay minimum wage in violation of Labor Code section 1194, (6) failure to furnish

accurate wage statements in violation of Labor Code section 226, (7) civil penalties pursuant to Labor Code section 2699 ("PAGA claim"), and (8) unfair competition in violation of Business & Professions Code section 17200 *et seq.* (the "Action")

(d) On or about July 28, 2020, Fukumoto dismissed his individual claims, leaving only the representative PAGA claim in the Action. After conducting extensive discovery, on December 16, 2021, the parties mediated the PAGA claim during a full-day mediation with the Honorable Steve Denton (Ret.). While the mediation was unsuccessful, the parties continued with negotiations until a global settlement agreement was reached. Fukumoto's non-PAGA claims have been settled as well, which he submitted to arbitration, and which are the subject of a separate, confidential settlement agreement;

(e) There has been no determination on the merits of the PAGA Claim and the various claims asserted, including, but not limited to, in the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 7(a) below) as of the date of execution of this Settlement Agreement.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Fukumoto signing this Settlement Agreement and complying with its terms, Precision Door shall pay, and only ever pay, the maximum gross sum of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) (the "Total Settlement Amount") to resolve the Released Claims, which will be paid as follows:

(1) Attorneys' fees of 33.33% of the Total Settlement Amount which sum is EIGHT THOUSAND THREE HUNDRED AND THIRTY THREE DOLLARS AND ZERO CENTS (\$8,333.00) and reimbursement of litigation costs and expenses of EIGHT THOUSAND AND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$8,700.00) (collectively, "Attorneys' Fees and Costs") to Fukumoto's Counsel. Any fees and costs not awarded by the Court would be relegated to the PAGA settlement fund for distribution to the LWDA and the allegedly Aggrieved Employees.

(2) Costs and expenses of administration of the Settlement to the LWDA and the PAGA group, not to exceed the amount of TWO THOUSAND NINE HUNDRED AND NINETY FIVE DOLLARS AND ZERO CENTS (\$2,995.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators ("PSA") (the "PAGA Settlement Administrator").

(3) The amounts stated in Paragraphs 3(a)(1) – (2) above, once approved by the Court, shall be paid exclusively from the Total Settlement Amount. The balance remaining after these deductions is hereinafter referred to as the "Net Settlement Amount."

(4) Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent

(25%) shall be distributed to the Aggrieved Employees. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) Because this is a settlement of a PAGA claim for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Fukumoto understands and agrees that the State of California and Aggrieved Employees, including Fukumoto, would not receive the consideration specified in Section 3(a) above, except for Fukumoto’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, including, but not limited to, obtaining Court approval of the Settlement as called for herein. This Agreement is conditioned upon, and is only valid upon, Court approval of this Settlement Agreement.

5. **Approval and Implementation of the PAGA Settlement, Disbursement, and Dismissal of Action.**

(a) The Parties shall cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the PAGA Claim based thereon, as described herein, but it shall be Fukumoto’s primary responsibility at all times to obtain this relief, including Fukumoto’s responsibility to create first drafts of any necessary court filings. The Parties’ further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(b) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Fukumoto’s Counsel. Fukumoto’s Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Defense counsel, Jason Ross and Ahllam Berri, for review and approval prior to filing, which approval shall not be unreasonably withheld.

(c) The Parties expressly acknowledge that the Court’s approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement being made. Should the Court initially decline to approve the Settlement Agreement as-is, the Parties shall work cooperatively to remedy the Court’s recited deficiencies. Should the Court initially decline to approve this Settlement Agreement for alleged want of sufficient consideration to the LWDA and/or the Aggrieved Employees, Fukumoto understands and agrees that he shall allocate more towards the LWDA Payment and Employees’ Portion exclusively from the Attorneys’ Fees and Costs described in Section 3(a)(1) until Court approval is obtained. Under no circumstances shall Precision Door pay more than the amount specified in Section 3(a) in settlement of the PAGA Claims. Despite the Parties’ efforts as delineated herein, should the Court ultimately not enter an order approving this Settlement Agreement, Precision Door shall have the sole option, in its discretion, to make the Settlement Agreement null and void.

(d) Subject to Section 3 above, Precision Door shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of

the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(e) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the Settlement Administrator shall notify the parties of distribution of the entire Total Settlement Amount, and within ten (10) business days of such notification, Fukumoto shall seek dismissal of the PAGA Claim in its entirety with prejudice.

6. Payment of PAGA Settlement Sum / Notice.

(a) Subject to and following Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Precision Door by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of entry of the Court's order granting approval of this Settlement Agreement. If the date for payment falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between April 15, 2019 through April 15, 2020 approving the Settlement Agreement ("Compensable Pay Periods"), based on Precision Door's payroll records. Specifically, to calculate each PAGA Settlement Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (1) divide the Employees' Portion by the total aggregate number of Compensable Pay Periods, and then (ii) multiply this amount by each Aggrieved Employee's number of Compensable Pay Periods worked to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered civil penalties and shall not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 issued by the PAGA Settlement Administrator for their Individual Settlement Share, as required by the IRS.

(c) The Parties agree to retain Phoenix Settlement Administrators ("PSA") to serve as the PAGA Settlement Administrator;

(d) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, in the following manner:

(1) No later than fourteen (14) calendar days after entry of the Court's order granting approval of the Settlement, Precision Door shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employee List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator’s receipt of the Total Settlement Amount and Aggrieved Employee List, the PAGA Settlement Administrator shall mail the Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using an address refresher database and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred twenty (120) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks shall be transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Aggrieved Employee.

(e) Also, no later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

7. Release of Claims by Fukumoto, Aggrieved Employees, and the State of California.

(a) Upon the Effective Date, and except as to the rights and obligations created by this Settlement Agreement, Fukumoto and Aggrieved Employees, and each of them, individually and on behalf of each of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators, representatives, agencies, departments, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Michael Eric Hansen and Precision Door, including Precision Door’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the fullest extent permitted by law, of and from the PAGA Claim and from any and all claims asserted or unasserted, or which could have been asserted, in the Action, arising during the period from April 15, 2019 through April 15, 2020, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on or reasonably arising out of the facts and circumstances contained in the Complaint and in the PAGA Notice, and all claims that could have been alleged based on the factual allegations contained collectively therein, including, but not limited to, claims for failure to pay overtime and/or meal/rest period premium wages due to misclassification as exempt commissioned employee; failing to reimburse business expenses; failure to pay minimum wage(s); failure to pay overtime; failure to timely pay wages during employment, failure to timely pay wages upon termination, and failure to provide compliant wage statements; and for violations of Labor Code sections 201-204, 204.1, 226, 510, 1173, 1182, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Orders in conformity with Labor Code section 2699.3, including Order No. 4-2001, 8 Cal. Code Regs. §§ 11040(9)(B), 11140, 1107(3)(D). Nothing in this paragraph shall

be construed to be a release of any individual claims against Precision Door by any Aggrieved Employees not a party to this Action.

(b) Upon the Effective Date, and except as to the rights and obligations created by this Settlement Agreement, Fukumoto, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or related to Precision Door's employment of Fukumoto, which Fukumoto has or may have as of the Effective Date. This broader release includes, but is not limited to, all claims arising directly or indirectly from Fukumoto's employment with Precision Door and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

8. **No Transfer/Assignment of Claims.** Fukumoto warrants and represents that Fukumoto has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Fukumoto is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the PAGA Claim of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Fukumoto is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Fukumoto or Fukumoto's Counsel under this Settlement Agreement.

9. **Liens and Attorneys' Fees/Indemnification.** Fukumoto solely is responsible for any liens made in connection with any services performed on Fukumoto's behalf by any attorney, consultants, or expert witnesses. Each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Fukumoto acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Fukumoto in connection with the prosecution of the PAGA Claim, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs.

10. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous.**

(a) 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.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Fukumoto or Precision Door fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, FUKUMOTO AND HANSEN, AND PRECISION DOOR, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date:

TAYLOR FUKUMOTO
Individually and On Behalf of the State of
California and Aggrieved Employees

PRECISION DOOR

Date: March __, 2022

By:
Its:

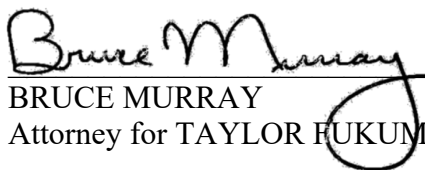
Date: March __, 2022

MICHAEL ERIC HANSEN

Approved as to form and content.

PIMENTEL LAW, P.C.

Date: March 30, 2022

By: _____
BRUCE MURRAY
Attorney for TAYLOR FUKUMOTO

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: March __, 2022

By: _____

JASON ROSS
AHLAM BERRI
Attorneys for Defendants

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, FUKUMOTO AND HANSEN, AND PRECISION DOOR, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: Mar 31, 2022

Taylor Fukumoto

Taylor Fukumoto (Mar 31, 2022 12:06 PDT)

TAYLOR FUKUMOTO

Individually and On Behalf of the State of California and Aggrieved Employees

PRECISION DOOR

Date: March __, 2022

By: _____

Its: _____

Date: March __, 2022

MICHAEL ERIC HANSEN

Approved as to form and content.

PIMENTEL LAW, P.C.

Date: March 30, 2022

By: _____

Bruce Murray

BRUCE MURRAY

Attorney for TAYLOR FUKUMOTO

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: March __, 2022

By: _____

JASON ROSS

AHLLAM BERRI

Attorneys for Defendants

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

PAGA Settlement Agreement

Final Audit Report

2022-03-31

Created:	2022-03-30
By:	Bruce Murray (btm@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF2UmztAxfkqILgktfZfQWwLDfP7dBwjK

"PAGA Settlement Agreement" History

-  Document created by Bruce Murray (btm@pimentellaw.com)
2022-03-30 - 7:08:37 PM GMT - IP address: 47.34.193.219
-  Document emailed to Taylor Fukumoto (fukumoto.taylor@gmail.com) for signature
2022-03-30 - 7:09:38 PM GMT
-  Email viewed by Taylor Fukumoto (fukumoto.taylor@gmail.com)
2022-03-30 - 7:09:43 PM GMT - IP address: 66.249.84.223
-  Document e-signed by Taylor Fukumoto (fukumoto.taylor@gmail.com)
Signature Date: 2022-03-31 - 7:06:53 PM GMT - Time Source: server- IP address: 172.90.37.201
-  Agreement completed.
2022-03-31 - 7:06:53 PM GMT

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT,
TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH
IN SECTION 3(a) ABOVE, FUKUMOTO AND HANSEN, AND PRECISION DOOR,
FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO
THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily
executed this Settlement Agreement as of the date set forth below:

Date: March __, 2022

TAYLOR FUKUMOTO
Individually and On Behalf of the State of
California and Aggrieved Employees

Date: March 14, 2022

PRECISION DOOR

By: Mike Hansen
Its: PRESIDENT

Date: March 14, 2022

MICHAEL ERIC HANSEN

Approved as to form and content.

PIMENTEL LAW, P.C.

Date: March __, 2022

By: _____
BRUCE MURRAY
Attorneys for TAYLOR FUKUMOTO

WOOD, SMITH, HENNING & BERMAN,
LLP

Date: March __, 2022

By: _____
JASON ROSS
AHLAM BERRI
Attorneys for Defendants

EXHIBIT 4

Time and Fees

for Taylor Fukumoto v. Precision Door Service - Fukumoto - Wage and Hour Claim - Laguna Overhead LTD | Hanson

Time and Fee entries

Date	Activity	Subject	Staff	Hours	Rate	Billable?	Write off?	Status	Total
03/11/2022		Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
03/11/2022		Individual Settlement Agreement (changes accepted) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		USA Express Wts Elvira 71124 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement edited and reviewed	Bruce T. Murray	2.70	\$450.00	Yes	No	-	\$1,215.00
03/11/2022		19 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
03/11/2022		Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		USA Express Wts Ramirez 71124 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		2 emails sent/reviewed regarding Final edited settlement agreements, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/11/2022		Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		Plaintiff's RPDs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		Defs. Response to SROGS Set One 12-21-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		6 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
03/11/2022		Complaint reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/11/2022		USA Express Wts. Romero 71124 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		PAGA Settlement Agreement (changes accepted) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/11/2022		Individual Settlement Agreement (changes accepted) edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/11/2022		Peter Wilson PAGA Guidelines reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
03/11/2022		9 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/11/2022		PAGA Settlement Agreement (changes accepted) edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/11/2022		Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	1.00	\$700.00	Yes	No	-	\$700.00
03/10/2022		2 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00

03/09/2022	Proposed Order Granting Plaintiff's Motion for Approval of PAGA Settlement reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/09/2022	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/09/2022	Notice of PAGA Settlement Payment edited	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
03/09/2022	4 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
03/09/2022	1 email sent/reviewed regarding Automatic reply: Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/09/2022	Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
03/08/2022	Proposed Order Granting Plaintiff's Motion for Approval of PAGA Settlement edited	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
03/08/2022	Phoenix PAGA Admin estimate 3-8-22 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/08/2022	23 internal messages sent/reviewed	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
03/08/2022	Draft PAGA Settlement Agreement (Defense edited, 3_2_22) edited	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/08/2022	Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement edited and reviewed	Bruce T. Murray	1.70	\$450.00	Yes	No	-	\$765.00
03/08/2022	8 emails sent/reviewed regarding Request for quote on administering PAGA settlement	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
03/08/2022	Ceeja Barr Proposed Order Granting Plaintiff's Motion for Approval of PAGA Settlement reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/08/2022	2 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/08/2022	Draft Individual Settlement Agreement (edited 3-8-22) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/08/2022	Draft PAGA Settlement Agreement (3-8-22) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/08/2022	Ceeja Barr Motion for Approval of PAGA Settlement reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/08/2022	Peter Wilson PAGA Guidelines edited	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
03/08/2022	Draft PAGA Settlement Agreement (Defense edited, 3_2_22) edited	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
03/08/2022	Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
03/08/2022	Draft Individual Settlement Agreement (edited 3-8-22) edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/08/2022	Proposed Order Granting Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/08/2022	16 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
03/08/2022	Draft PAGA Settlement Agreement (3-8-22) edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/08/2022	Draft Individual Settlement Agreement (Defense edited 3_2_22) edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00

03/08/2022	Peter Wilson PAGA Guidelines edited and reviewed	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
03/07/2022	3 emails sent/reviewed regarding Request for quote to administer PAGA settlement	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/07/2022	Phoenix revised quote for PAGA administration 3-7-22 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/07/2022	7 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/07/2022	Taylor Fukumoto PAGA Penalties - expanded edited	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
03/07/2022	Draft PAGA Settlement Agreement (Defense edited, 3_2_22) reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/07/2022	CX102_procedures created, then reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/07/2022	1 email sent/reviewed regarding Post-mediation negotiations	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/07/2022	1 email sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/07/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/07/2022	Draft Individual Settlement Agreement (Defense edited 3_2_22) reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/07/2022	Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement edited and reviewed	Bruce T. Murray	1.20	\$450.00	Yes	No	-	\$540.00
03/07/2022	2 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
03/07/2022	6 emails sent/reviewed regarding Request for quote on administering PAGA settlement	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
03/07/2022	Memo of P's & A's re Mtn to Stay Proceedings (4/7/2022) reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/07/2022	Draft PAGA Settlement Agreement (redlined) reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
03/07/2022	Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	2.60	\$700.00	Yes	No	-	\$1,820.00
03/07/2022	10 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/06/2022	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	Taylor Fukumoto PAGA Penalties - expanded edited	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
03/06/2022	USA Express Wts Ramirez 71124 edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	1 email sent/reviewed regarding TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	Eric Stevens interview transcript edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	2 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/06/2022	Ceeja Barr Motion for Approval of PAGA Settlement reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	Complaint reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	USA Express Wts Elvira 71124 edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

03/06/2022	Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement edited	Bruce T. Murray	5.30	\$450.00	Yes	No	-	\$2,385.00
03/06/2022	5 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/06/2022	USA Express Wts Stevens 71124 edited and reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/06/2022	USA Express Wts. Romero 71124 edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/06/2022	1 email sent/reviewed regarding Request for quote on administering PAGA settlement	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	1 email sent/reviewed regarding Fukumoto v. Precision Door--SROGs Set 2 Responses	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	Taylor Fukumoto PAGA Penalties - expanded edited	Bruce T. Murray	0.80	\$450.00	Yes	No	-	\$360.00
03/05/2022	Minute Order 2-4-22 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	3 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
03/05/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	Complaint reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman (12-30-21) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	Draft PAGA Settlement Agreement (redlined) reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	1 email sent/reviewed regarding Automatic reply: Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	Ceeja Barr Motion for Approval of PAGA Settlement reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
03/05/2022	\$0 CA: Filing - Notice of Confirmation of Filing reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	Matter admin	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	1 email sent/reviewed regarding Phone Conversation 04/17/2020	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	Draft Individual Settlement Agreement (redlined) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	2 emails sent/reviewed regarding Request for quote on administering PAGA settlement	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	Plaintiff's Opposition to Defendants' Ex Parte Application to Stay Discovery and Vacate Trial Date reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	Plaintiff's RPDs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

03/05/2022	1 email sent/reviewed regarding Fukumoto v. Precision Door--Arbitration Agreement	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/05/2022	Taylor Fukumoto individual damages edited	Bruce T. Murray	1.00	\$450.00	Yes	No	-	\$450.00
03/05/2022	1 email sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	Minute Order 2-23-22 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/05/2022	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
03/05/2022	Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement created, then edited	Bruce T. Murray	4.70	\$450.00	Yes	No	-	\$2,115.00
03/05/2022	Complaint (conformed) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/04/2022	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/04/2022	7 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
03/04/2022	7 emails sent/reviewed regarding Request for quote on administering PAGA settlement	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
03/04/2022	2 emails sent/reviewed regarding Request for quote on administering a PAGA settlement	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/04/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/04/2022	2 emails sent/reviewed regarding Request for quote to administer PAGA settlement	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/04/2022	1 email sent/reviewed regarding Draft settlement agreement	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/03/2022	1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/03/2022	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/03/2022	Complaint reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/03/2022	1 email sent/reviewed regarding Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/03/2022	3 emails sent/reviewed regarding Number of aggrieved employees for PAGA settlement, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
03/03/2022	Draft PAGA Settlement Agreement (redlined) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/03/2022	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/03/2022	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/02/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/02/2022	Draft PAGA Settlement Agreement (redlined) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

03/02/2022	Draft Individual Settlement Agreement (redlined) reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/02/2022	4 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/02/2022	1 email sent/reviewed regarding Draft settlement agreement	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
03/02/2022	Draft PAGA Settlement Agreement (redlined) reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/02/2022	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/01/2022	9 emails sent/reviewed regarding Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
03/01/2022	Draft PAGA Settlement Agreement (redlined) reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/01/2022	3 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
03/01/2022	Draft Individual Settlement Agreement (redlined) reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/01/2022	18 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
03/01/2022	Draft Individual Settlement Agreement (redlined) edited	Gabriel J. Pimentel	0.50	\$700.00	Yes	No	-	\$350.00
03/01/2022	Draft PAGA Settlement Agreement (redlined) edited	Gabriel J. Pimentel	1.30	\$700.00	Yes	No	-	\$910.00
03/01/2022	3 emails sent/reviewed regarding Statement for 2/28/2022 attached	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
03/01/2022	10 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/28/2022	2 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/28/2022	1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/28/2022	3 emails sent/reviewed regarding Draft settlement agreement	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/28/2022	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
02/25/2022	1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/25/2022	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/25/2022	1 email sent/reviewed regarding Draft settlement agreement	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/25/2022	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead Ltd., et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/25/2022	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/23/2022	Minute Order 2-23-22 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/23/2022	1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/22/2022	7 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

02/22/2022	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service, et al. ADRS Case No. 22-0730-MRR	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/22/2022	2 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/22/2022	3 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead Ltd., et al.	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/22/2022	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/18/2022	1 email sent/reviewed regarding Final offer	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/18/2022	4 emails sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service, et al. ADRS Case No. 22-0730-MRR	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/17/2022	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead Ltd., et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/16/2022	Matter admin	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/16/2022	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/15/2022	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 71124	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/15/2022	4 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/15/2022	3 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
02/14/2022	8 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.80	\$450.00	Yes	No	-	\$360.00
02/14/2022	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/14/2022	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/12/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/11/2022	Minute Order 2-4-22 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/11/2022	6 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
02/11/2022	7 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/11/2022	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/10/2022	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/10/2022	2 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
02/10/2022	1 email sent/reviewed regarding Final offer	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/09/2022	18 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/09/2022	3 emails sent/reviewed regarding TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
02/09/2022	1 email sent/reviewed regarding Final offer	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00

02/09/2022	1 email sent/reviewed regarding Automatic reply: TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/09/2022	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/08/2022	Minute Order 2-4-22 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/07/2022	8 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
02/07/2022	2 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
02/07/2022	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
02/07/2022	Taylor Fukumoto individual damages reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/07/2022	Retainer Agreement Employment - signed reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/07/2022	1 email sent/reviewed regarding Final offer	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/04/2022	Ex Parte to Stay Discovery Vacate and Continue Trial reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/04/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/04/2022	ADR Initiation Packet - 2.4.22 edited and reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
02/04/2022	Letter enclosing \$75 to LWDA reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/04/2022	2 emails sent/reviewed regarding [EXTERNAL] RE: Final offer	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/04/2022	Taylor Fukumoto individual damages edited and reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/04/2022	Plaintiff's Opposition to Defendants' Ex Parte Application to Stay Discovery and Vacate Trial Date reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/04/2022	Plaintiff's Opposition to Defendants' Ex Parte Application to Stay Discovery and Vacate Trial Date reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/04/2022	2 emails sent/reviewed regarding Request for Michelle R. Rosenblatt as arbitrator, Fukumoto v Laguna Overhead	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
02/04/2022	4 emails sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service, et al. ADRS Case No. 22-0730-MRR	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
02/04/2022	6 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
02/04/2022	4 emails sent/reviewed regarding TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
02/04/2022	40 internal messages sent/reviewed	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
02/04/2022	Ex parte hearing (C14) attended	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
02/04/2022	1 email sent/reviewed regarding Document Upload: Fukumoto v. Laguna Overhead LTD dba Precision Door Service, et al., 22-0730-MRR	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/04/2022	TF signed Arbitration Agreement reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/04/2022	ADR Initiation Packet - 2.4.22 edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/04/2022	31 internal messages sent/reviewed	Gabriel J. Pimentel	0.60	\$700.00	Yes	No	-	\$420.00

02/04/2022	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service, et al. ADRS Case No. 22-0730-MRR	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/04/2022	1 email sent/reviewed regarding Request for Michelle R. Rosenblatt as arbitrator, Fukumoto v Laguna Overhead	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/04/2022	2 emails sent/reviewed regarding Document Upload: Fukumoto v. Laguna Overhead LTD dba Precision Door Service, et al., 22-0730-MRR	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
02/04/2022	1 email sent/reviewed regarding ADR Services, Inc. - Invitation to AMS	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/03/2022	2 emails sent/reviewed regarding FUKUMOTO Ex Parte Application	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/03/2022	Ex Parte to Stay Discovery Vacate and Continue Trial reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/03/2022	21 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/03/2022	Plaintiff's Opposition to Defendants' Ex Parte Application to Stay Discovery and Vacate Trial Date edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/03/2022	1 email sent/reviewed regarding eServe Notification	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/03/2022	Plaintiff's Opposition to Defendants' Ex Parte Application to Stay Discovery and Vacate Trial Date edited and reviewed	Bruce T. Murray	1.20	\$450.00	Yes	No	-	\$540.00
02/03/2022	10 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/03/2022	Plaintiff's Opposition to Defendants' Ex Parte Application to Stay Discovery and Vacate Trial Date edited	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
02/02/2022	Ex Parte to Stay Discovery Vacate and Continue Trial reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
02/02/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/02/2022	4 emails sent/reviewed regarding FUKUMOTO Ex Parte Application	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
02/02/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/02/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/02/2022	Plaintiff's Opposition to Defendants' Ex Parte Application to Stay Discovery and Vacate Trial Date edited	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
02/02/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/02/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
02/02/2022	13 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
02/02/2022	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/01/2022	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
02/01/2022	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al. INV 71124	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00

01/31/2022	2 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
01/31/2022	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/28/2022	5 emails sent/reviewed regarding TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/28/2022	4 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
01/28/2022	4 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/28/2022	1 email sent/reviewed regarding Mediation Disclosure between Bruce Murray and Taylor Fukumoto is Signed and Filed!	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/28/2022	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
01/25/2022	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/24/2022	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/24/2022	3 emails sent/reviewed regarding Final offer	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/22/2022	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/22/2022	1 email sent/reviewed regarding Final offer	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/21/2022	1 email sent/reviewed regarding Automatic reply: Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/21/2022	Defense Caption edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/21/2022	Case Caption edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/21/2022	Defense Declaration for Additional Discovery reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/21/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/21/2022	1 email sent/reviewed regarding Final offer	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/21/2022	11 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/21/2022	Complaint (conformed) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/21/2022	1 email sent/reviewed regarding Request for Michelle R. Rosenblatt as arbitrator, Fukumoto v Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/21/2022	7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/20/2022	5 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
01/20/2022	Services provided on 1/20/2022	Yesenia L. Rodriguez	0.20	\$275.00	Yes	No	-	\$55.00
01/18/2022	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

01/18/2022	Notice of Mtn to Stay Proceedings reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/18/2022	Memo iso Mtn to Stay All Proceedings reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/18/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/18/2022	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/17/2022	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/13/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/13/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/12/2022	Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/12/2022	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/12/2022	7 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/12/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/12/2022	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/11/2022	1 email sent/reviewed regarding TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/11/2022	27 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/11/2022	1 email sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/11/2022	1 email sent/reviewed regarding Mediation	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/11/2022	1 email sent/reviewed regarding Document production, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/11/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/11/2022	1 email sent/reviewed regarding Post-mediation negotiations	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/11/2022	11 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
01/10/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/10/2022	1 email sent/reviewed regarding Automatic reply: TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/10/2022	7 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/10/2022	Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/10/2022	4 emails sent/reviewed regarding TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00

01/10/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/10/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/10/2022	Phone conference with Jason Ross (Phone) attended	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
01/10/2022	Matter admin	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/10/2022	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/07/2022	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/07/2022	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/07/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
01/07/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/07/2022	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman (12-2-21) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/07/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/07/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
01/07/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/07/2022	Services provided on 1/7/2022	Yesenia L. Rodriguez	0.20	\$275.00	Yes	No	-	\$55.00
01/06/2022	8 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
01/06/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/06/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/06/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/06/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/06/2022	9 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
01/05/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/05/2022	17 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
01/05/2022	Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/05/2022	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/05/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/05/2022	17 internal messages sent/reviewed	Gabriel J. Pimentel	0.40	\$700.00	Yes	No	-	\$280.00

01/04/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/04/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
01/04/2022	Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/04/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/04/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
01/04/2022	10 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
01/04/2022	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/03/2022	22 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
01/03/2022	2 emails sent/reviewed regarding Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/03/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/03/2022	1 email sent/reviewed regarding Automatic reply: Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/03/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/03/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/03/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/03/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/03/2022	2 emails sent/reviewed regarding TIME SENSITIVE - Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
01/03/2022	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
01/03/2022	17 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
01/03/2022	1 email sent/reviewed regarding Ahllam Berrii +1 949-371-7024 (Account: (877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/30/2021	3 emails sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/30/2021	1 email sent/reviewed regarding Correction: Billable hours and attorney's fees	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/30/2021	5 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00

12/30/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman (12-2-21) edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/30/2021	Defendant's Second M&C Plaintiff's Further Responses reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/30/2021	1 email sent/reviewed regarding Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/30/2021	1 email sent/reviewed regarding Automatic reply: Meet and Confer, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/30/2021	Copy of Work Expenses reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/30/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman (12-2-21) edited	Bruce T. Murray	1.10	\$450.00	Yes	No	-	\$495.00
12/30/2021	1 email sent/reviewed regarding Document production, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	Defendant's Second M&C Plaintiff's Further Responses reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update INV 71124	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	3 emails sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	Copy of Work Expenses reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/28/2021	4 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	7 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/28/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00

12/24/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/24/2021	5 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/24/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/24/2021	7 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
12/24/2021	Defs. Response to SROGS Set One 12-21-20 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/24/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/24/2021	Precision Door 000717 - 000954 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/24/2021	Precision Door 000955 - 002053 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/24/2021	Precision Door 000188-199 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/23/2021	36 internal messages sent/reviewed	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
12/23/2021	4 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/23/2021	2 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/23/2021	4 emails sent/reviewed regarding Witness contacts	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/23/2021	1 email sent/reviewed regarding Automatic reply: Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/23/2021	Precision Door Employee Roster (from SROGS1) edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/23/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/23/2021	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead Ltd	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/23/2021	1 email sent/reviewed regarding Mediation Disclosure between Bruce Murray and Taylor Fukumoto is Signed and Filed!	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/23/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.90	\$450.00	Yes	No	-	\$405.00
12/23/2021	Taylor_Fukumoto_witnesses reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/23/2021	Questions for Technicians edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/23/2021	Complaint (conformed) reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/23/2021	Taylor_Fukumoto_witnesses reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
12/23/2021	Questions for Technicians edited	Gabriel J. Pimentel	0.40	\$700.00	Yes	No	-	\$280.00
12/23/2021	Taylor Fukumoto individual damages reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/23/2021	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00

12/23/2021	31 internal messages sent/reviewed	Gabriel J. Pimentel	0.50	\$700.00	Yes	No	-	\$350.00
12/23/2021	TF signed Arbitration Agreement reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/22/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/22/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/22/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/21/2021	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/21/2021	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
12/20/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
12/20/2021	14 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/20/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/20/2021	Memo edited - Co-employers? Joint and severable?	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/17/2021	Complaint reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/17/2021	2 emails sent/reviewed regarding FUKUMOTO: Mediation	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/17/2021	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/17/2021	Memo created - Co-employers? Joint and severable?	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/17/2021	1 email sent/reviewed regarding Request for stipulation regarding Cal. Lab. Code 226	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/17/2021	11 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/17/2021	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/16/2021	1 email sent/reviewed regarding FUKUMOTO: Mediation	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/16/2021	Mediation with Steve Denton (Zoom) attended	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
12/16/2021	10 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/16/2021	1 email sent/reviewed regarding ZOOM Virtual Login: 12/16/2021: Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (A282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/16/2021	Taylor Fukumoto PAGA Penalties edited and reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/16/2021	3 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/16/2021	1 email sent/reviewed regarding Correction: Billable hours and attorney's fees	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
12/16/2021	Memo created, then edited - Tan v. Grubhub (quoting Mendiola) on On-Call time	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/16/2021	Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00

12/16/2021	2 emails sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/16/2021	Complaint reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/16/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/16/2021	Def's. Response to SROGS Set One 12-21-20 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/16/2021	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/15/2021	1 email sent/reviewed regarding PAGA penalties, Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/15/2021	Payroll 2020_04_11 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/15/2021	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/15/2021	Taylor Fukumoto individual Labor Code Penalties edited and reviewed	Bruce T. Murray	1.40	\$450.00	Yes	No	-	\$630.00
12/15/2021	1 email sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/15/2021	3 emails sent/reviewed regarding ZOOM Virtual Login: 12/16/2021: Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (A282040)	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/15/2021	1 email sent/reviewed regarding Individual damages calculations	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/15/2021	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/15/2021	Taylor Fukumoto individual damages reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/15/2021	Taylor Fukumoto PAGA Penalties reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/15/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/15/2021	2 emails sent/reviewed regarding FUKUMOTO: Mediation	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/15/2021	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
12/15/2021	15 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/15/2021	Taylor Fukumoto individual Labor Code Penalties reviewed	Gabriel J. Pimentel	0.40	\$700.00	Yes	No	-	\$280.00
12/15/2021	13 internal messages sent/reviewed	Gabriel J. Pimentel	0.50	\$700.00	Yes	No	-	\$350.00
12/15/2021	Taylor Fukumoto PAGA Penalties reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/15/2021	Memo reviewed - Authority on classwide arbitration and the effect of parties' silence on the issue	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/13/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/13/2021	1 email sent/reviewed regarding ZOOM Virtual Login: 12/16/2021: Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (A282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/10/2021	1 email sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

12/09/2021	3 emails sent/reviewed regarding ZOOM Virtual Login: 12/16/2021: Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (A282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/09/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/09/2021	2 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/08/2021	3 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/08/2021	2 emails sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/07/2021	2 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/06/2021	Complaint (conformed) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/06/2021	3 emails sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/06/2021	1 email sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/06/2021	3 emails sent/reviewed regarding FUKUMOTO: Mediation	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/06/2021	Mediation ServicesAgreement_S282040 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/06/2021	Request for Dismissal - conformed reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/06/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	Plaintiff's Form Interrogatories-Employment to Laguna Overhead (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	Plaintiff's Responses to Special Rogs reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	Defendant's SPROGS to Plaintiff, Set 1 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	Plaintiff's Supplemental Response to Special Rog 21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman (11-17-21) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	3 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
12/03/2021	Defendant's Second M&C Plaintiff's Further Responses reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/03/2021	Plaintiff's Supplemental Response to Special Rog 21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman (12-8-21) (draft in progrss) edited	Bruce T. Murray	1.60	\$450.00	Yes	No	-	\$720.00
12/03/2021	Taylor Fukumoto PAGA Penalties edited	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
12/03/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	2 emails sent/reviewed regarding Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/03/2021	Plaintiff's RPDs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	7 emails sent/reviewed regarding FUKUMOTO: Mediation	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00

12/03/2021	Def's. Response to SROGS Set One 12-21-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/03/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/03/2021	26 internal messages sent/reviewed	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
12/03/2021	13 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
12/03/2021	Taylor Fukumoto PAGA Penalties reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
12/02/2021	10 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
12/02/2021	Taylor Fukumoto PAGA Penalties edited and reviewed	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
12/01/2021	Taylor Fukumoto PAGA Penalties edited and reviewed	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
12/01/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
12/01/2021	Def's. Response to SROGS Set One 12-21-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/01/2021	Plaintiff's Supplemental Response to Special Rog 21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/01/2021	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/01/2021	12 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
12/01/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/01/2021	Complaint reviewed	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
12/01/2021	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/01/2021	Plaintiff's Responses to Special Rogs reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
12/01/2021	7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
12/01/2021	Taylor Fukumoto PAGA Penalties edited and reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
11/30/2021	2 emails sent/reviewed regarding Mediation Disclosure between Bruce Murray and Taylor Fukumoto is Signed and Filed!	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/30/2021	1 email sent/reviewed regarding FUKUMOTO: Mediation	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
11/29/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/29/2021	Mediation Disclosure reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/29/2021	6 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
11/24/2021	Mediation Disclosure reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/24/2021	1 email sent/reviewed regarding Verification of Supplemental Response between Bruce Murray and Taylor Fukumoto is Signed and Filed!	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/24/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/24/2021	2 emails sent/reviewed regarding Automatic reply: Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00

11/24/2021	1 email sent/reviewed regarding Discovery documents, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/24/2021	7 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
11/24/2021	1 email sent/reviewed regarding Automatic reply: Document production, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/24/2021	Mediation Disclosure reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/24/2021	Mediation ServicesAgreement_S282040 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/24/2021	1 email sent/reviewed regarding Mediation Disclosure has been sent out for signature to fukumoto.taylor@gmail.com	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/23/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
11/22/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/19/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/18/2021	1 email sent/reviewed regarding Paperwork: Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (A282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/18/2021	Mediation ServicesAgreement_S282040 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/18/2021	4 emails sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
11/18/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (A282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	1 email sent/reviewed regarding Verification of Supplemental Response between Bruce Murray and Taylor Fukumoto is Signed and Filed!	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
11/17/2021	Verification of Supplemental Response edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	Plaintiff's Supplemental Response to Special Rog 21 edited and reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
11/17/2021	6 emails sent/reviewed regarding Discovery documents, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
11/17/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	3 emails sent/reviewed regarding Discovery responses, interrogatory	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
11/17/2021	Plaintiff's Responses to Special Rogs reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
11/17/2021	1 email sent/reviewed regarding Dispatch Email No. 14	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	1 email sent/reviewed regarding Discovery, Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	Plaintiff's Supplemental Response to Special Rog 21 edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	1 email sent/reviewed regarding Document production, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

11/17/2021	2 emails sent/reviewed regarding Discovery extension, Fukumoto v Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
11/17/2021	1 email sent/reviewed regarding Request for discovery extension	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	3 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	1 email sent/reviewed regarding Phone call from paralegal	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	2 emails sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	2 emails sent/reviewed regarding Automatic reply: Document production, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman edited and reviewed	Bruce T. Murray	1.70	\$450.00	Yes	No	-	\$765.00
11/17/2021	Verification of Supplemental Response reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/17/2021	Defendant's Meet and Confer Letter Re Further Responses reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/16/2021	Dispatch Records-compressed reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/16/2021	Plaintiff's Responses to Special Rogs reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
11/16/2021	1 email sent/reviewed regarding Discovery documents, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/16/2021	3 emails sent/reviewed regarding Automatic reply: Document production, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
11/16/2021	Defendant's Meet and Confer Letter Re Further Responses reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
11/16/2021	Responsive Meet and Confer Letter to Wood, Smith, Henning & Berman created	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
11/16/2021	3 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/16/2021	Plaintiff's Responses to RPDs reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
11/16/2021	3 emails sent/reviewed regarding Document production, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
11/11/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
11/11/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/10/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD dba Precision Door Service	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
11/10/2021	Plaintiff's Responses to Special Rogs reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/10/2021	10 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00

11/10/2021	Defendant's Meet and Confer Letter Re Further Responses reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
11/10/2021	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
10/22/2021	Taylor_Fukumoto_witnesses reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/19/2021	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/15/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/13/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/13/2021	2 emails sent/reviewed regarding Discovery documents, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/12/2021	3 emails sent/reviewed regarding Discovery documents, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/12/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/12/2021	1 email sent/reviewed regarding Discovery Verification, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/12/2021	1 email sent/reviewed regarding Verification between Bruce Murray and Taylor Fukumoto is Signed and Filed!	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Plaintiff's Responses to RPDs reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Plaintiff's Responses to Special Rogs reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Dispatch Records-compressed created	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	4 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Plaintiff's Responses to RPDs created, then edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Verification created, then reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Verification edited	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/11/2021	1 email sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/11/2021	1 email sent/reviewed regarding Discovery responses, Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	4 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/11/2021	1 email sent/reviewed regarding Discovery responses, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Matter admin	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	Plaintiff's Responses to Special Rogs edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/11/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00

10/08/2021	Plaintiff's Responses to Special Rogs edited	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
10/08/2021	Plaintiff's Responses to RPDs edited	Bruce T. Murray	1.10	\$450.00	Yes	No	-	\$495.00
10/08/2021	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/08/2021	Dispatch Records reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/08/2021	Plaintiff's Responses to RPDs edited	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
10/08/2021	Plaintiff's Responses to Special Rogs edited	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
10/08/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 8	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 1	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 10	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	2 emails sent/reviewed regarding Question about class action waivers and arbitration	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 2	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 12	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 7	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 11	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	Dispatch created, then reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 6	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 5	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	2 emails sent/reviewed regarding Dispatch Email No. 14	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 4	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 13	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	1 email sent/reviewed regarding Dispatch Email No. 3	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/07/2021	2 emails sent/reviewed regarding Discovery documents, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/06/2021	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/06/2021	1 email sent/reviewed regarding Discovery documents, Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/06/2021	1 email sent/reviewed regarding Dispatch Email No. 14	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/06/2021	Responses to Special Rogs edited and reviewed	Bruce T. Murray	2.10	\$450.00	Yes	No	-	\$945.00
10/06/2021	Responses to RFPs edited and reviewed	Bruce T. Murray	1.30	\$450.00	Yes	No	-	\$585.00
10/06/2021	Complaint reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
10/05/2021	Responses to RFPs edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/05/2021	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

10/05/2021	Responses to Special Rogs edited	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
10/05/2021	Complaint (conformed) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/05/2021	1 email sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/05/2021	Complaint reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
10/05/2021	1 email sent/reviewed regarding Question about class action waivers and arbitration	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/02/2021	1 email sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
10/02/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
10/01/2021	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
10/01/2021	5 emails sent/reviewed regarding Question about class action waivers and arbitration	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
10/01/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/30/2021	9 emails sent/reviewed regarding Question about class action waivers and arbitration	Bruce T. Murray	0.90	\$450.00	Yes	No	-	\$405.00
09/30/2021	Complaint reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/30/2021	11 internal messages sent/reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
09/30/2021	4 emails sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.80	\$450.00	Yes	No	-	\$360.00
09/30/2021	14 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
09/30/2021	CAALA Vegas 2021 Syllabus reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/29/2021	1 email sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/28/2021	Memo edited - Authority on classwide arbitration and the effect of parties' silence on the issue	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/28/2021	4 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/28/2021	3 emails sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
09/27/2021	Services provided on 9/27/2021	Yesenia L. Rodriguez	0.10	\$275.00	Yes	No	-	\$27.50
09/22/2021	1 email sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/22/2021	4 emails sent/reviewed regarding Discovery extension, Fukumoto v Laguna Overhead	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
09/20/2021	TF signed Arbitration Agreement reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/20/2021	Memo created, then reviewed - Authority on classwide arbitration and the effect of parties' silence on the issue	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

09/20/2021	FAC Class Action reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/20/2021	19 internal messages sent/reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
09/20/2021	9 emails sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.80	\$450.00	Yes	No	-	\$360.00
09/20/2021	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/17/2021	\$4,650 bill from Judicate West reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/16/2021	FAC Class Action reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/16/2021	FAC Class Action edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/16/2021	5 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/16/2021	2 emails sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/16/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/15/2021	intake-notes reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	Memo reviewed - "On-Call Time" Research	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	M/C call with Jason Ross (Phone) attended	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
09/15/2021	Complaint reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
09/15/2021	Memo reviewed - Wait Time Compensation Research	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	1 email sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	3 emails sent/reviewed regarding Discovery extension, Fukumoto v Laguna Overhead	Bruce T. Murray	0.80	\$450.00	Yes	No	-	\$360.00
09/15/2021	14 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/15/2021	case_details reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	10 emails sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
09/15/2021	FAC reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
09/15/2021	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/15/2021	FAC Class Action created, then edited and reviewed	Bruce T. Murray	1.50	\$450.00	Yes	No	-	\$675.00
09/15/2021	TF signed Arbitration Agreement reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	Wage Statements 2020 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	1 email sent/reviewed regarding Regarding: Taylor Fukumoto vs. Laguna Overhead, LTD., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/15/2021	FAC Class Action edited	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
09/15/2021	Complaint reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/15/2021	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00

09/15/2021	Complaint (conformed) edited and reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
09/14/2021	13 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/14/2021	3 emails sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
09/14/2021	1 email sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/14/2021	6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/13/2021	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/13/2021	1 email sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/13/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/10/2021	2 emails sent/reviewed regarding Regarding: Taylor Fukumoto vs. Laguna Overhead, LTD., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/10/2021	1 email sent/reviewed regarding First Amended Complaint/ Class Action, Fukumoto v Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/10/2021	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/10/2021	6 emails sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
09/09/2021	7 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/09/2021	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
09/08/2021	1 email sent/reviewed regarding Completed: Signature Required - Services Agreement - Taylor Fukumoto vs. Laguna Overhead, Ltd., et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/08/2021	1 email sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/08/2021	5 emails sent/reviewed regarding Regarding: Taylor Fukumoto vs. Laguna Overhead, LTD., et al. (S282040)	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/08/2021	4 emails sent/reviewed regarding Regarding Taylor Fukumoto vs. Laguna Overhead, Ltd., et al. (S282040)	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/07/2021	1 email sent/reviewed regarding Mediation Disclosure has been sent out for signature to fukumoto.taylor@gmail.com	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/07/2021	1 email sent/reviewed regarding Completed: Signature Required - Services Agreement - Taylor Fukumoto vs. Laguna Overhead, Ltd., et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/07/2021	1 email sent/reviewed regarding Signature Required - Services Agreement - Taylor Fukumoto vs. Laguna Overhead, Ltd., et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/07/2021	3 emails sent/reviewed regarding Regarding: Taylor Fukumoto vs. Laguna Overhead, LTD., et al. (S282040)	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
09/07/2021	Mediation ServicesAgreement_S282040 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/07/2021	Mediation Disclosure edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/07/2021	Mediation Disclosure created	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

09/04/2021	2 emails sent/reviewed regarding Regarding: Taylor Fukumoto vs. Laguna Overhead, LTD., et al. (S282040)	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
09/03/2021	Mediation ServicesAgreement_S282040 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/03/2021	2 emails sent/reviewed regarding Completed: Signature Required - Services Agreement - Taylor Fukumoto vs. Laguna Overhead, Ltd., et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/03/2021	1 email sent/reviewed regarding Signature Required - Services Agreement - Taylor Fukumoto vs. Laguna Overhead, Ltd., et al.	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
09/03/2021	1 email sent/reviewed regarding Regarding: Taylor Fukumoto vs. Laguna Overhead, LTD., et al. (S282040)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
09/01/2021	4 emails sent/reviewed regarding Request for discovery extension	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
08/31/2021	1 email sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/31/2021	1 email sent/reviewed regarding Request for discovery extension	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/31/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
08/31/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/26/2021	5 emails sent/reviewed regarding Fukumoto v. Laguna Overhead (Precision Door)	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
08/26/2021	1 email sent/reviewed regarding Mediation	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/26/2021	1 email sent/reviewed regarding Mediation date, Fukumoto v. Laguna Overhead (Precision Door)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/26/2021	1 email sent/reviewed regarding Phone call from paralegal	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/23/2021	4 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/23/2021	1 email sent/reviewed regarding Phone call from paralegal	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/23/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
08/20/2021	1 email sent/reviewed regarding Mediation	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/20/2021	1 email sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/20/2021	1 email sent/reviewed regarding Mediation date, Fukumoto v. Laguna Overhead (Precision Door)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/20/2021	4 emails sent/reviewed regarding Fukumoto v. Laguna Overhead (Precision Door)	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
08/19/2021	3 emails sent/reviewed regarding Mediators	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
08/19/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/19/2021	2 emails sent/reviewed regarding Mediation	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
08/16/2021	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/16/2021	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/13/2021	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

08/13/2021	3 emails sent/reviewed regarding Mediators	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
08/13/2021	2 emails sent/reviewed regarding Discovery meet and confer, Taylor Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
08/06/2021	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/05/2021	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
08/05/2021	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
08/04/2021	1 email sent/reviewed regarding Discovery, Mediators	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
07/31/2021	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead Ltd	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
07/31/2021	3 emails sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
07/26/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
07/16/2021	2 emails sent/reviewed regarding Mediators	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
07/16/2021	Request for Dismissal - conformed reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
07/15/2021	2 emails sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
07/14/2021	1 email sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
07/12/2021	1 email sent/reviewed regarding Fukumoto v. Laguna Overhead Ltd	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
07/08/2021	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/30/2021	7 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/30/2021	1 email sent/reviewed regarding Discovery meet and confer, Taylor Fukumoto v. Laguna Overhead	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
06/30/2021	1 email sent/reviewed regarding Mediators	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/30/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
06/29/2021	Plaintiff's RPDs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/29/2021	Defs. Response to SROGS Set One 12-21-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/29/2021	2 emails sent/reviewed regarding Fukumoto v. Laguna Overhead Ltd	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
06/29/2021	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/29/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/29/2021	LagunaOverheadLTD reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/29/2021	1 email sent/reviewed regarding Welcome to Biscom SFT	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/29/2021	1 email sent/reviewed regarding Discovery meet and confer, Taylor Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/29/2021	Plaintiff's Meet and Confer Letter 5-25-21 reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
06/29/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
06/25/2021	2 emails sent/reviewed regarding Discovery meet and confer, Taylor Fukumoto v. Laguna Overhead	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00

06/21/2021	2 emails sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/21/2021	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/21/2021	3 emails sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/21/2021	2 emails sent/reviewed regarding Discovery meet and confer, Taylor Fukumoto v. Laguna Overhead	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
06/21/2021	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
06/18/2021	1 email sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
06/16/2021	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/16/2021	1 email sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/16/2021	PAGA Notice - Hanson, Precision reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
06/16/2021	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
06/16/2021	Complaint (conformed) reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
06/16/2021	Defendants Response to Special Rogs - Set 2 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
06/15/2021	2 emails sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/14/2021	2 emails sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
06/10/2021	6 emails sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
06/10/2021	Stipulation and Protective Order (final) edited	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
06/10/2021	Stipulation and Protective Order (final) edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/10/2021	Stipulation and Protective Order (GJP edits) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/09/2021	1 email sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/08/2021	Email attachment reviewed - Stipulation and Protective Order	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
06/08/2021	Stipulation and Protective Order reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
06/08/2021	1 email sent/reviewed regarding Stipulation and Protective Order, Taylor Fukumoto v. Laguna Overhead LTD	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/08/2021	6 emails sent/reviewed regarding Discovery meet and confer, Taylor Fukumoto v. Laguna Overhead	Bruce T. Murray	0.70	\$450.00	Yes	No	-	\$315.00
06/08/2021	Plaintiff's Meet and Confer Letter 5-25-21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/08/2021	8 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00

06/08/2021	Stipulation and Protective Order edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
06/08/2021	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
06/01/2021	Plaintiff's Meet and Confer Letter 5-25-21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/01/2021	Defendant's Response to Plaintiff's 3 M&C Letters reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
06/01/2021	1 email sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/28/2021	1 email sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/26/2021	1 email sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/26/2021	Plaintiff's Meet and Confer Letter 5-25-21 edited	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
05/26/2021	1 email sent/reviewed regarding Discovery meet and confer, Taylor Fukumoto v. Laguna Overhead	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/26/2021	Plaintiff's Meet and Confer Letter 5-25-21 edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/26/2021	8 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
05/26/2021	Defendant's Response to Plaintiff's 3 M&C Letters reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
05/26/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
05/26/2021	Plaintiff's Meet and Confer Letter 5-25-21 edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
05/26/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
05/25/2021	Plaintiff's Meet and Confer Letter 5-25-21 edited	Bruce T. Murray	2.20	\$450.00	Yes	No	-	\$990.00
05/25/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/25/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.80	\$450.00	Yes	No	-	\$360.00
05/25/2021	12 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
05/25/2021	Meet and Confer Letter Re: Amended Requests for Production reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
05/25/2021	Complaint reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
05/25/2021	Request for Dismissal - conformed reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/25/2021	Defendant's Response to Plaintiff's 3 M&C Letters reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
05/25/2021	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
05/25/2021	Plaintiff's Meet and Confer Letter 04.19.21 reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
05/25/2021	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
05/25/2021	Plaintiff's Meet and Confer Letter 5-25-21 edited	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
05/18/2021	1 email sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/17/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/17/2021	7 emails sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
05/13/2021	1 email sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

05/11/2021	3 emails sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
05/04/2021	2 emails sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
05/03/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/03/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/03/2021	1 email sent/reviewed regarding Meet and Confer, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
05/03/2021	1 email sent/reviewed regarding FUKUMOTO: Touching Base	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
04/30/2021	Request for Dismissal - conformed reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/30/2021	Complaint (conformed) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/30/2021	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/30/2021	Plaintiff's Meet and Confer Letter 04.19.21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/30/2021	5 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
04/30/2021	1 email sent/reviewed regarding ahllam Barrii +1 949-371-7024 (Account: (877) 265-8084)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/30/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/29/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
04/28/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/27/2021	1 email sent/reviewed regarding ahllam Barrii +1 949-371-7024 (Account: (877) 265-8084)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/27/2021	Defendants Response to Special Rogs - Set 2 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/27/2021	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/27/2021	Plaintiff's Meet and Confer Letter 04.19.21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/27/2021	7 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.50	\$450.00	Yes	No	-	\$225.00
04/27/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/26/2021	1 email sent/reviewed regarding ahllam Barrii +1 949-371-7024 (Account: (877) 265-8084)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/23/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/23/2021	1 email sent/reviewed regarding ahllam Barrii +1 949-371-7024 (Account: (877) 265-8084)	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/19/2021	8 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

04/19/2021	Defendants Response to Special Rogs - Set 2 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/19/2021	Plaintiff's Meet and Confer Letter 04.19.21 edited	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/19/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/19/2021	1 email sent/reviewed regarding Meet and Confer, Taylor Fukumoto v. Laguna Overhead LTD, et al.	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/19/2021	Plaintiff's Meet and Confer Letter 04.19.21 edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/19/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/17/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/17/2021	Matter admin	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/17/2021	Defendants Response to Special Rogs - Set 2 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/17/2021	Memo reviewed - "On-Call Time" Research	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/17/2021	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/17/2021	Plaintiff's Meet and Confer Letter 04.19.21 edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/16/2021	Matter admin	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.40	\$450.00	Yes	No	-	\$180.00
04/16/2021	Meet and Confer Letter Re: Amended Requests for Production edited and reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	Defs. Amended Responses to RFP Set One 12-29-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	1 email sent/reviewed regarding Automatic reply: Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	Defendants Response to Special Rogs - Set 2 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	Meet and Confer Letter Re: Amended Requests for Production created, then edited and reviewed	Bruce T. Murray	0.30	\$450.00	Yes	No	-	\$135.00
04/16/2021	Precision Door 000499-716 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/16/2021	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/16/2021	Meet and Confer Letter Re: Amended Requests for Production edited	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/14/2021	1 email sent/reviewed regarding Automatic reply: Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00

04/14/2021	1 email sent/reviewed regarding Fukumoto v. Precision Door--SROGs Set 2 Responses	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/14/2021	Defs. Amended Responses to RFP Set One 12-29-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/14/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
04/14/2021	Defs. Amended Responses to RFP Set One 12-29-20 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/12/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
04/08/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/08/2021	5 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.60	\$450.00	Yes	No	-	\$270.00
04/08/2021	7 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
04/08/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/07/2021	Precision Door Verification to Amended RFP Response 12-24-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/07/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/07/2021	1 email sent/reviewed regarding Fukumoto v. Precision Door--SROGs Set 2 Responses	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/07/2021	4 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
04/07/2021	Defs. Amended Responses to RFP Set One 12-29-20 reviewed	Bruce T. Murray	0.10	\$450.00	Yes	No	-	\$45.00
04/07/2021	8 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	1.00	\$450.00	Yes	No	-	\$450.00
04/07/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/07/2021	6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/07/2021	Defs. Amended Responses to RFP Set One 12-29-20 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
04/01/2021	Services provided on 4/1/2021	Yesenia L. Rodriguez	0.40	\$275.00	Yes	No	-	\$110.00
03/23/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/21/2021	Memo created - "On-Call Time" Research	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/19/2021	1 email sent/reviewed regarding Fukumoto v. Precision Door--SROGs Set 2 Responses	Bruce T. Murray	0.20	\$450.00	Yes	No	-	\$90.00
03/17/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/17/2021	1 email sent/reviewed regarding Fukumoto v. Precision Door--SROGs Set 2 Responses	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
03/17/2021	1 email sent/reviewed regarding Witness contacts	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/17/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/17/2021	Defendants Response to Special Rogs - Set 2 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00

03/17/2021	1 email sent/reviewed regarding Automatic reply: Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/17/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/17/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/17/2021	Defendants Response to Special Rogs - Set 2 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/16/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/15/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/13/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
03/13/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/13/2021	2 emails sent/reviewed regarding Automatic reply: Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/13/2021	3 emails sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/12/2021	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/11/2021	1 email sent/reviewed regarding Automatic reply: Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/11/2021	10 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.90	\$400.00	Yes	No	-	\$360.00
03/11/2021	10 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
03/11/2021	7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/09/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
03/09/2021	10 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/09/2021	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/08/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/08/2021	5 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	1.10	\$400.00	Yes	No	-	\$440.00
03/08/2021	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/08/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/08/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/06/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/06/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/06/2021	16 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
03/05/2021	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00

03/05/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/04/2021	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/04/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
03/01/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
03/01/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/25/2021	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/25/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
02/25/2021	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/22/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/22/2021	1 email sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/22/2021	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/21/2021	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/21/2021	Complaint (conformed) reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/21/2021	Defs. Response to SROGS Set One 12-21-20 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
02/19/2021	3 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
02/18/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/18/2021	5 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.80	\$400.00	Yes	No	-	\$320.00
02/11/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 reviewed	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
02/05/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
02/01/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) edited	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
02/01/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/01/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 edited	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/01/2021	Plaintiff's Special Rogs to Laguna Overhead LTD (Set Two) edited	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/01/2021	Defs. Response to SROGS Set One 12-21-20 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
02/01/2021	10 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
02/01/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 edited	Bruce T. Murray	0.80	\$400.00	Yes	No	-	\$320.00
02/01/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.60	\$400.00	Yes	No	-	\$240.00
02/01/2021	5 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	Yes	No	-	\$210.00
01/31/2021	8 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00

01/31/2021	Memo created, then edited - Observations, comments and questions regarding Defendants' discovery responses	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/31/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 edited	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
01/31/2021	Memo reviewed - Wait Time Compensation Research	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/31/2021	Plaintiff's Meet & Confer Letter re: Discovery 01.31.21 edited	Gabriel J. Pimentel	1.40	\$700.00	Yes	No	-	\$980.00
01/31/2021	Defs. Responses to FROGs Employment Set One 12-21-21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/31/2021	Memo reviewed - Observations, comments and questions regarding Defendants' discovery responses	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/31/2021	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/31/2021	Defs. Response to RFP Set One 12-21-20 reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/31/2021	Defs. Response to SROGS Set One 12-21-20 reviewed	Gabriel J. Pimentel	0.20	\$700.00	Yes	No	-	\$140.00
01/31/2021	2 messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	Yes	No	-	\$70.00
01/30/2021	Precision Door 000044-97 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Defs. Response to SROGS Set One 12-21-20 reviewed	Bruce T. Murray	0.60	\$400.00	Yes	No	-	\$240.00
01/30/2021	Precision Door 000301-498 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Discovery meet and confer letter to Andrew Kleiner created, then edited	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
01/30/2021	1 email sent/reviewed regarding Fukumoto v. Precision Door--Arbitration Agreement	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Plaintiff's RPDs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Defs. Amended Responses to RFP Set One 12-29-20 reviewed	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
01/30/2021	Request for Dismissal - conformed reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Plaintiff's RPDs to Laguna Overhead LTD (Set One) reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Precision Door 000098-100 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Complaint reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
01/30/2021	Precision Door 000499-716 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Precision Door 000001-43 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	Defs. Responses to FROGs Employment Set One 12-21-21 reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
01/30/2021	Precision Door 000200-300 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/30/2021	4 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door--Responses to written discovery	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
01/30/2021	Answer - General Denial - Defenses edited	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00

01/14/2021	Complaint reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
01/06/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door-- Responses to written discovery	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
01/05/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door-- Responses to written discovery	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
01/04/2021	2 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door-- Responses to written discovery	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
12/22/2020	Defs. Response to SROGS Set One reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
12/22/2020	4 emails sent/reviewed regarding Taylor Fukumoto v. Precision Door-- Responses to written discovery	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
12/22/2020	Precision Door 000001-43 created	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
12/22/2020	Precision Door 000499-716 created	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
12/17/2020	4 emails sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
12/08/2020	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
12/08/2020	1 email sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
12/08/2020	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
12/02/2020	3 emails sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
11/17/2020	2 emails sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
11/16/2020	1 email sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
11/12/2020	POS (conformed) reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
11/09/2020	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
11/06/2020	2 emails sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
11/06/2020	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
11/06/2020	Request for Dismissal - conformed edited	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
11/06/2020	TF signed Arbitration Agreement reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
11/06/2020	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
11/06/2020	Plaintiff's RPDs to Laguna Overhead LTD (Set One) reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
11/06/2020	POS edited	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
11/05/2020	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00

11/04/2020	6 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497	Bruce T. Murray	0.50	\$400.00	Yes	No	-	\$200.00
10/18/2020	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
10/15/2020	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Request for Dismissal - conformed reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	15 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
10/14/2020	RPDs (Tool Reimbursement Case) edited and reviewed	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
10/14/2020	1 email sent/reviewed regarding Plaintiff's discovery, Taylor Fukumoto v. Precision Door Service	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Special Rogs (Tool Reimbursement Case) edited and reviewed	Bruce T. Murray	0.50	\$400.00	Yes	No	-	\$200.00
10/14/2020	1 email sent/reviewed regarding Fukumoto v. Precision Door--Arbitration Agreement	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
10/14/2020	Complaint reviewed	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
10/14/2020	Civil Case Cover Sheet reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Plaintiff's Form Interrogatories-Employment (Set One) to Laguna Overhead LTD reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Plaintiff's Form Interrogatories-Employment to Laguna Overhead (Set One) reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Plaintiff's RPDs to Laguna Overhead LTD (Set One) edited	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Form Interrogatories-Employment (Wage & Hour) edited and reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
10/14/2020	1 email sent/reviewed regarding Witness contacts	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Plaintiff's Special Rogs to Laguna Overhead LTD (Set One) edited	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/14/2020	Form Interrogatories-Employment (Wage & Hour) edited and reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
10/14/2020	Matter admin	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
10/14/2020	Plaintiff's RPDs to Laguna Overhead LTD (Set One) edited	Gabriel J. Pimentel	0.20	\$600.00	Yes	No	-	\$120.00
10/14/2020	6 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	Yes	No	-	\$120.00
10/14/2020	Defendant Answer to Complaint 9-3-20 reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
10/14/2020	Special Rogs (tools and hours) edited	Gabriel J. Pimentel	0.40	\$600.00	Yes	No	-	\$240.00
10/13/2020	Form Interrogatories-Employment (Wage & Hour) created	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/13/2020	RPDs (Tool Reimbursement Case) created, then edited	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
10/13/2020	Matter admin	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/13/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/13/2020	Complaint reviewed	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
10/13/2020	10 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00

10/13/2020	Wage Statements 2020 reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/13/2020	Special Rogs (Tool Reimbursement Case) created, then edited	Bruce T. Murray	0.80	\$400.00	Yes	No	-	\$320.00
10/13/2020	Wage Statements 2018 reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
10/13/2020	LagunaOverheadLTD reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/13/2020	Standby Time reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
10/13/2020	Complaint (conformed) reviewed	Gabriel J. Pimentel	0.40	\$600.00	Yes	No	-	\$240.00
10/13/2020	Standby Time reviewed	Gabriel J. Pimentel	0.20	\$600.00	Yes	No	-	\$120.00
10/13/2020	9 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	Yes	No	-	\$120.00
10/13/2020	PAGA Notice - Hanson, Precision reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
10/13/2020	Matter admin	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
10/13/2020	Wage Statements 2020 reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
10/13/2020	Wage Statements 2018 reviewed	Gabriel J. Pimentel	0.20	\$600.00	Yes	No	-	\$120.00
10/01/2020	Matter admin	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
09/18/2020	3 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497	Bruce T. Murray	0.40	\$400.00	Yes	No	-	\$160.00
09/17/2020	2 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
09/14/2020	Complaint (conformed) reviewed	Rochelle R. De Golier	0.10	\$475.00	Yes	No	-	\$47.50
09/10/2020	2 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497 Update	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
09/08/2020	Defendant Answer to Complaint 9-3-20 edited	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
09/03/2020	2 emails sent/reviewed regarding Fukumoto v. Laguna Overhead Ltd., et al.	Gabriel J. Pimentel	0.20	\$600.00	Yes	No	-	\$120.00
08/22/2020	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
08/18/2020	2 emails sent/reviewed regarding Witness contacts	Bruce T. Murray	0.30	\$400.00	Yes	No	-	\$120.00
08/17/2020	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
08/17/2020	1 email sent/reviewed regarding Transaction Notification for order #14834713 : Customer 0130006	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
08/17/2020	Complaint (conformed) reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
08/14/2020	1 email sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00
08/14/2020	Request for Dismissal - conformed reviewed	Bruce T. Murray	0.10	\$400.00	Yes	No	-	\$40.00

08/14/2020	Complaint (conformed) reviewed	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
08/14/2020	2 emails sent/reviewed regarding Assignment for witness interviews, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson INV 58497	Bruce T. Murray	0.20	\$400.00	Yes	No	-	\$80.00
08/13/2020	Matter admin	Gabriel J. Pimentel	0.10	\$600.00	Yes	No	-	\$60.00
08/12/2020	1 email sent/reviewed regarding eFiling accepted for Taylor Fukumoto vs. Laguna Overhead LTD	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/11/2020	Complaint reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/06/2020	2 emails sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/06/2020	8 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/06/2020	1 email sent/reviewed regarding Witness contacts	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/06/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
08/06/2020	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
08/04/2020	Taylor_Fukumoto_witnesses reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/04/2020	1 email sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
08/03/2020	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/03/2020	2 emails sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
08/03/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/03/2020	Complaint reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
08/03/2020	1 email sent/reviewed regarding eFiling received by court for Fukumoto vs. Laguna Overhead LTD	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
08/03/2020	Taylor_Fukumoto_witnesses reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
08/03/2020	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
07/31/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/30/2020	2 emails sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/30/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/30/2020	Matter review	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/30/2020	1 email sent/reviewed regarding Fukumoto v. Precision Door--Arbitration Agreement	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
07/30/2020	Request for Dismissal - conformed created, then reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/30/2020	1 email sent/reviewed regarding Transaction Notification for order #14971561 : Customer 0130006	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
07/28/2020	1 email sent/reviewed regarding eFiling accepted for Taylor Fukumoto vs. Laguna Overhead LTD	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00

07/28/2020	2 emails sent/reviewed regarding PROOF OF SERVICE:777493-494	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
07/28/2020	POS created, then reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
07/28/2020	Complaint reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
07/28/2020	TF signed Arbitration Agreement reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/28/2020	1 email sent/reviewed regarding eFiling received by court for Fukumoto vs. Laguna Overhead LTD	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/28/2020	8 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
07/28/2020	1 email sent/reviewed regarding Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/28/2020	Draft Request for Dismissal edited	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/28/2020	1 email sent/reviewed regarding Fukumoto v. Precision Door--Arbitration Agreement	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
07/28/2020	2 emails sent/reviewed regarding Transaction Notification for order #14967625 : Customer 0130006	Gabriel J. Pimentel	0.30	\$600.00	No	No	-	\$180.00
07/27/2020	1 email sent/reviewed regarding Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/27/2020	10 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
07/27/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/27/2020	Civil Case Cover Sheet reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/27/2020	1 email sent/reviewed regarding Arbitration, individual actions and PAGA action	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/27/2020	1 email sent/reviewed regarding Fukumoto v. Precision Door--Arbitration Agreement	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
07/27/2020	Request for Dismissal created, then edited and reviewed	Bruce T. Murray	0.40	\$400.00	No	No	-	\$160.00
07/27/2020	1 email sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/27/2020	Complaint reviewed	Bruce T. Murray	2.40	\$400.00	No	No	-	\$960.00
07/27/2020	Request for Dismissal edited and reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
07/27/2020	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
07/24/2020	1 email sent/reviewed regarding QUESTION - RE: Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/24/2020	5 emails sent/reviewed regarding Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.60	\$400.00	No	No	-	\$240.00
07/24/2020	TF signed Arbitration Agreement reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/24/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00

07/24/2020	1 email sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/24/2020	Statement of Information Laguna Overhead LTD. reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/24/2020	4 emails sent/reviewed regarding Fukumoto v. Precision Door--Arbitration Agreement	Bruce T. Murray	0.80	\$400.00	No	No	-	\$320.00
07/24/2020	1 email sent/reviewed regarding Fukumoto v. Precesion Door Service (10459.0190) - Notice of Representation	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/24/2020	15 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
07/24/2020	TF signed Arbitration Agreement reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
07/24/2020	6 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	No	No	-	\$120.00
07/24/2020	Complaint (conformed) reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
07/22/2020	2 emails sent/reviewed regarding QUESTION - RE: Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/21/2020	1 email sent/reviewed regarding QUESTION - RE: Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/20/2020	1 email sent/reviewed regarding Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/20/2020	5 emails sent/reviewed regarding QUESTION - RE: Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
07/18/2020	1 email sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
07/17/2020	Notice of Confirmation of Filing created	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/17/2020	1 email sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
07/17/2020	Matter review	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/17/2020	1 email sent/reviewed regarding Service order, Taylor Fukumoto v. Precision Door Service and Michel Eric Hanson	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
07/17/2020	1 email sent/reviewed regarding Fukumoto v. Precesion Door Service (10459.0190) - Notice of Representation	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/17/2020	LagunaOverheadLTD reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/17/2020	1 email sent/reviewed regarding eFiling accepted for Taylor Fukumoto vs. Laguna Overhead LTD	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/17/2020	Payment Receipt created	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/17/2020	1 email sent/reviewed regarding Transaction Notification for order #14834713 : Customer 0130006	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/17/2020	1 email sent/reviewed regarding Transaction Notification for order #14834713 : Customer 0130006	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
07/06/2020	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/06/2020	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00

07/03/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/02/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
07/02/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/30/2020	PAGA Notice - Hanson, Precision edited and reviewed	Bruce T. Murray	1.30	\$400.00	No	No	-	\$520.00
06/27/2020	2 emails sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
06/26/2020	1 email sent/reviewed regarding Update	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/26/2020	1 email sent/reviewed regarding Phone Conversation 04/17/2020	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/26/2020	1 email sent/reviewed regarding Case details	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/26/2020	intake-notes reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/26/2020	case_details reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
06/26/2020	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/26/2020	2 emails sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.40	\$400.00	No	No	-	\$160.00
06/25/2020	Complaint created, then edited and reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/25/2020	Summons created, then edited	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/25/2020	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/25/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/25/2020	Civil Case Cover Sheet created, then edited	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/25/2020	Complaint edited and reviewed	Bruce T. Murray	1.00	\$400.00	No	No	-	\$400.00
06/25/2020	intake-notes edited	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
06/25/2020	20 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
06/25/2020	case_details reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/25/2020	9 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	No	No	-	\$120.00
06/24/2020	Complaint created, then edited	Bruce T. Murray	3.20	\$400.00	No	No	-	\$1,280.00
06/24/2020	4 emails sent/reviewed regarding Phone Conversation 04/17/2020	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
06/24/2020	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/24/2020	Wage & Hour Client Intake Form edited and reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
06/24/2020	intake-notes reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/24/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/24/2020	case_details reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
06/24/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.80	\$400.00	No	No	-	\$320.00
06/24/2020	1 email sent/reviewed regarding Update	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/24/2020	8 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	No	No	-	\$120.00
06/24/2020	intake-notes reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00

06/24/2020	Complaint edited	Gabriel J. Pimentel	1.80	\$600.00	No	No	-	\$1,080.00
06/24/2020	Memo edited - Wait Time Compensation Research	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
06/24/2020	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
06/24/2020	PAGA Notice - Hanson, Precision reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
06/16/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/03/2020	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/01/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
06/01/2020	Standby Time reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
06/01/2020	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/01/2020	6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
06/01/2020	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
06/01/2020	Standby Time reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
06/01/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
06/01/2020	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/28/2020	DLSE Call Back and Stand By Time Notice reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/27/2020	1 email sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
05/25/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
05/21/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
05/20/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
05/20/2020	5 emails sent/reviewed regarding Update	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
05/19/2020	2 emails sent/reviewed regarding Update	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
05/19/2020	2 emails sent/reviewed regarding Update	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/15/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
05/15/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
05/15/2020	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/14/2020	7 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
05/14/2020	1 email sent/reviewed regarding Update	Bruce T. Murray	0.60	\$400.00	No	No	-	\$240.00
05/14/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
05/14/2020	11 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	No	No	-	\$120.00
05/14/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/13/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
05/13/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	1.70	\$400.00	No	No	-	\$680.00

05/12/2020	10 emails sent/reviewed regarding Fukumoto v. Precesion Door Service (10459.0190) - Notice of Representation	Bruce T. Murray	0.70	\$400.00	No	No	-	\$280.00
05/12/2020	Notice_to_Hanson_receipt reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
05/12/2020	2 emails sent/reviewed regarding Fukumoto v. Precesion Door Service (10459.0190) - Notice of Representation	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/09/2020	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
05/09/2020	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/09/2020	PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/09/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
05/09/2020	Memo created - Wait Time Compensation Research	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/29/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/29/2020	1 email sent/reviewed regarding Fukumoto v. Precesion Door Service (10459.0190) - Notice of Representation	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/29/2020	5 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/29/2020	2 messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/29/2020	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/29/2020	1 email sent/reviewed regarding Fukumoto v. Precesion Door Service (10459.0190) - Notice of Representation	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/28/2020	8 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/28/2020	1 email sent/reviewed regarding Phone Conversation 04/17/2020	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/28/2020	2 emails sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/28/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/28/2020	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/28/2020	Call Taylor Fukimoto re: retaliation claim (310) 218-6557 (Phone) attended	Gabriel J. Pimentel	0.50	\$600.00	No	No	-	\$300.00
04/28/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/27/2020	4 emails sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/27/2020	Wage Statements 2020 reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/27/2020	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/27/2020	Matter review	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/27/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/25/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/24/2020	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00

04/24/2020	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/24/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Laguna Overhead LTD and Michel Hanson	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/20/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/20/2020	8 emails sent/reviewed regarding Phone Conversation 04/17/2020	Bruce T. Murray	1.00	\$400.00	No	No	-	\$400.00
04/20/2020	2 emails sent/reviewed regarding Follow-up questions	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/20/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/20/2020	11 internal messages sent/reviewed	Bruce T. Murray	0.40	\$400.00	No	No	-	\$160.00
04/20/2020	Letter enclosing \$75 to LWDA reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/20/2020	Matter review	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/20/2020	1 email sent/reviewed regarding Phone Conversation 04/17/2020	Gabriel J. Pimentel	0.20	\$600.00	No	No	-	\$120.00
04/20/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/20/2020	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/18/2020	1 email sent/reviewed regarding Phone Conversation 04/17/2020	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/17/2020	5 emails sent/reviewed regarding Phone Conversation 04/17/2020	Bruce T. Murray	1.00	\$400.00	No	No	-	\$400.00
04/17/2020	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/17/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/16/2020	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/16/2020	Letter enclosing \$75 to LWDA edited	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/16/2020	Letter enclosing \$75 to LWDA edited	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/16/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/16/2020	2 emails sent/reviewed regarding Case details	Bruce T. Murray	0.40	\$400.00	No	No	-	\$160.00
04/16/2020	Matter review	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/16/2020	PAGA Notice to LWDA reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/16/2020	PAGA Notice to LWDA edited	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/16/2020	1 email sent/reviewed regarding Thank you for submission of your PAGA Case.	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/16/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	1.50	\$400.00	No	No	-	\$600.00
04/16/2020	PAGA Notice - Hanson, Precision reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/16/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/16/2020	Letter enclosing \$75 to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/15/2020	LagunaOverheadLTD reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/15/2020	PAGA Notice to LWDA edited and reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00

04/15/2020	Wage Statements 2020 reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/15/2020	12 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/15/2020	2 emails sent/reviewed regarding Case details	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/15/2020	PAGA Notice - Hanson, Precision edited	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/15/2020	Notice_to_Hanson_receipt reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/15/2020	PAGA Notice - Hanson, Precision edited and reviewed	Bruce T. Murray	0.90	\$400.00	No	No	-	\$360.00
04/15/2020	Matter review	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/15/2020	PAGA Notice - Hanson, Precision edited and reviewed	Bruce T. Murray	2.40	\$400.00	No	No	-	\$960.00
04/15/2020	PAGA Notice to LWDA - early draft reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/15/2020	3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/13/2020	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/13/2020	1 email sent/reviewed regarding Case details	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/13/2020	case_details edited and reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/13/2020	15 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/13/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/13/2020	PAGA Notice - Hanson, Precision reviewed	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/13/2020	Wage & Hour Client Intake Form reviewed	Gabriel J. Pimentel	0.20	\$600.00	No	No	-	\$120.00
04/13/2020	15 internal messages sent/reviewed	Gabriel J. Pimentel	0.40	\$600.00	No	No	-	\$240.00
04/13/2020	Wage Statements 2019 reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/13/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/13/2020	Wage Statements 2020 reviewed	Gabriel J. Pimentel	0.20	\$600.00	No	No	-	\$120.00
04/13/2020	PAGA Notice - Hanson, Precision edited	Gabriel J. Pimentel	1.80	\$600.00	No	No	-	\$1,080.00
04/12/2020	3 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/12/2020	7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/11/2020	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/11/2020	Wage Statements 2020 reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/11/2020	Wage Statements 2018 reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/11/2020	6 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/11/2020	Tools-list created	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/11/2020	case_details edited	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/11/2020	intake-notes edited	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/11/2020	LagunaOverheadLTD reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00

04/11/2020	PAGA Notice - Hanson, Precision edited	Bruce T. Murray	2.30	\$400.00	No	No	-	\$920.00
04/10/2020	PAGA Notice - working draft reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/10/2020	1 internal message sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/10/2020	Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/10/2020	intake-notes reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/09/2020	PAGA Notice - working draft edited	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/09/2020	13 internal messages sent/reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/09/2020	1 message sent/reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/09/2020	15 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/07/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/07/2020	1 email sent/reviewed regarding Case details	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/07/2020	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	5 emails sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/06/2020	x Messages - Mark Ho, Victor Rocha & Alex Seja & Noah Proffitt reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	Wage Statements 2019 reviewed	Bruce T. Murray	0.30	\$400.00	No	No	-	\$120.00
04/06/2020	11 internal messages sent/reviewed	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/06/2020	PAGA Notice to LWDA - early draft reviewed	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/06/2020	Messages - Victor Rocha reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	Company Tablet Acknowledgment - company messages reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	Matter review	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	LagunaOverheadLTD reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	Employee Services Guide and directory; owner Michel Hanson reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	Wage Statements 2018 reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/06/2020	Wage & Hour Client Intake Form edited	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/06/2020	Employee Handbook reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	Wage Statements 2020 reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/06/2020	PAGA Notice - working draft edited	Bruce T. Murray	1.90	\$400.00	No	No	-	\$760.00
04/06/2020	2 emails sent/reviewed regarding Case details	Bruce T. Murray	1.10	\$400.00	No	No	-	\$440.00
04/06/2020	intake-notes edited	Bruce T. Murray	0.60	\$400.00	No	No	-	\$240.00
04/06/2020	2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/03/2020	LagunaOverheadLTD reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00

04/03/2020	Wage & Hour Client Intake Form edited and reviewed	Bruce T. Murray	0.70	\$400.00	No	No	-	\$280.00
04/03/2020	PAGA Notice to LWDA created	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/03/2020	Matter review	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/03/2020	intake-notes edited	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/03/2020	5 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
04/03/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Bruce T. Murray	0.50	\$400.00	No	No	-	\$200.00
04/03/2020	PAGA Notice - working draft edited	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
04/02/2020	1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/02/2020	PTO Request 2019.06.27 created	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/02/2020	Employee Handbook created	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/02/2020	4 emails sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Gabriel J. Pimentel	0.40	\$600.00	No	No	-	\$240.00
04/02/2020	Wage Statements 2020 created	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/02/2020	Wage Statements 2018 created	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
04/02/2020	Wage Statements 2019 created	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/31/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
03/31/2020	1 email sent/reviewed regarding Your signature is required on Retainer Agreement Employment	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/31/2020	1 email sent/reviewed regarding Retainer Agreement Employment between Gabriel Pimentel, Taylor Fukumoto and Gabriel Pimentel is Signed and Filed!	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/30/2020	2 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	No	No	-	\$80.00
03/30/2020	2 emails sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Bruce T. Murray	0.40	\$400.00	No	No	-	\$160.00
03/30/2020	1 email sent/reviewed regarding Wage Statements	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/30/2020	1 email sent/reviewed regarding Retainer Agreement Employment has been sent out for signature to fukumoto.taylor@gmail.com	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/29/2020	2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	No	No	-	\$40.00
03/29/2020	Taylor Fukumoto - Wage and Hour Claim - Optimum Employer Solutions, LLC Laguna Overhead LTD Gramian Hanson	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/29/2020	Retainer Agreement Employment created	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/29/2020	2 messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/29/2020	Retainer Agreement Employment reviewed	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/29/2020	Statement of Information Laguna Overhead LTD. created	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00

03/29/2020	1 email sent/reviewed regarding Taylor Fukumoto v. Optimum Employer Solutions, LLC, Laguna Overhead LTD, Kevin Gramian, and Michel Hanson	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
03/29/2020	1 email sent/reviewed regarding Wage Statements	Gabriel J. Pimentel	0.50	\$600.00	No	No	-	\$300.00
03/29/2020	1 email sent/reviewed regarding Retainer Agreement Employment has been sent out for signature to fukumoto.taylor@gmail.com	Gabriel J. Pimentel	0.10	\$600.00	No	No	-	\$60.00
Total - Billable			221.90					\$106,365.00
Total - Non-Billable			74.10					\$32,400.00
Total - Write Off			0.00					\$0.00

Expenses

for Taylor Fukumoto v. Precision Door Service - Fukumoto - Wage and Hour Claim - Laguna Overhead LTD | Hanson

Expense entries

Date	Activity	Subject	Staff	Quantity	Price	Billable?	Write off?	Status	Total
03/06/2022	WITNS	Witness fees and mileage USA Express witness interviews	Bruce T. Murray	1.00	\$713.00	Yes	No	-	\$713.00
03/01/2022	INVST	Investigation services fees-witness statements USA Express	Gabriel J. Pimentel	1.00	\$720.00	Yes	No	-	\$720.00
02/11/2022	MAIL	Postage expenses - Complex Filing Fee	Luci P. Barron	1.00	\$0.53	Yes	No	-	\$0.53
02/11/2022	FILNG	Court filing fees - Complex Filing Fee	Luci P. Barron	1.00	\$1,000.00	Yes	No	-	\$1,000.00
02/03/2022		InfoTrack - CA: File To Existing - 26203086 Feb 3, 2022 - 1:06:55 PM (PST) - Opposition	Bruce T. Murray	1.00	\$14.25	Yes	No	-	\$14.25
02/01/2022	INVST	Investigation services fees-USA Express	Gabriel J. Pimentel	1.00	\$720.00	Yes	No	-	\$720.00
11/16/2021	ADR	Mediation fees - Judicate West	Luci P. Barron	1.00	\$4,650.00	Yes	No	-	\$4,650.00
11/09/2020	INVST	Investigation services fees - USA Express Wit Max Castellon	Luci P. Barron	1.00	\$163.50	Yes	No	-	\$163.50
07/28/2020	SERVE	Process server fees	Bruce T. Murray	1.00	\$133.20	Yes	No	-	\$133.20
07/28/2020	FILNG	Court filing fees - Request for Dismissal	Bruce T. Murray	1.00	\$9.95	Yes	No	-	\$9.95
07/28/2020	EFILE	Fees for electronic submission of court documents - POS	Bruce T. Murray	1.00	\$9.95	Yes	No	-	\$9.95
07/28/2020	EFILE	Fees for electronic submission of court documents-One Legal filing POS	Gabriel J. Pimentel	1.00	\$12.20	Yes	No	-	\$12.20
07/17/2020	EFILE	Fees for electronic submission of court documents - One Legal	Bruce T. Murray	1.00	\$461.56	Yes	No	-	\$461.56
04/16/2020	MAIL	Postage expenses (mailing \$75 fee to LWDA)	Gabriel J. Pimentel	1.00	\$0.50	Yes	No	-	\$0.50
04/16/2020	FILNG	Court filing fees (filing fee for PAGA claim)	Gabriel J. Pimentel	1.00	\$75.00	Yes	No	-	\$75.00
04/15/2020	MAIL	Postage expenses	Bruce T. Murray	1.00	\$7.10	Yes	No	-	\$7.10
Total - Billable									\$8,690.74
Total - Non-Billable									\$0.00
Total - Write Off									\$0.00

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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 30 N. Raymond Ave., Suite 210, Pasadena, CA 91103.

On March 31, 2022, I served the foregoing document described as **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS & AUTHORITIES; DECLARATION OF BRUCE T. MURRAY** on the interested parties in this action as follows:

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically to from my email address, BTM@PimentelLaw.com on the persons identified below at the following electronic service address: ABerri@wshblaw.com, JRoss@wshblaw.com, MStumbaugh@wshblaw.com

Jason C. Ross
Ahllam H. Berri
Maryellen A. Stumbaugh
Wood, Smith, Henning & Berman LLP
Jason C. Ross, Esq.
2525 E. Camelback Rd., Ste. 450
Phoenix, AZ 85016

Counsel for Defendants Laguna Overhead LTD and Michel Eric Hanson

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bruce T. Murray



Executed on March 31, 2022 at Pasadena, California.