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17 **SUPERIOR COURT OF CALIFORNIA**

18 **FOR THE COUNTY OF SAN BERNARDINO**

19 FRANCISCO SCHILLER, on behalf of himself
20 and as representative for the State of California
21 on behalf of all other aggrieved employees,

22 Plaintiff,

23 v.

24 ASHLEY DISTRIBUTION SERVICES, LTD.,
25 a Wisconsin Limited Company; and DOES 1
26 through 10, Inclusive,

27 Defendants.

28 LEAD CASE NO. CIVDS2013264

Consolidated with Case No. CIVDS2014776

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jessica Morgan

Department S26

CONSOLIDATED ACTION

**DECLARATION OF MICHAEL D. SINGER
IN SUPPORT OF MOTION FOR ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 23, 2024

Time: 8:30 a.m.

Dept: 26

Judge: Hon. Jessica Morgan

Complaint filed: June 16, 2020

Trial Date: Not set

1 I, Michael D. Singer, declare as follows:

2 1. I am the Managing Partner at the law firm of Cohelan Khoury & Singer, co-counsel of
3 record for Plaintiff Francisco Schiller (“Plaintiff”) in this Action. I submit this declaration in support
4 of the Motion for Final Approval of Class Action and PAGA Settlement. The following facts are
5 within my personal knowledge and if called to testify I could and would competently testify to them.

6 2. I am a 1984 Hastings graduate, admitted to the California State Bar in 1984 and the
7 Colorado State Bar in 2001. I have been admitted to practice before the following courts: U.S. Supreme
8 Court; Ninth Circuit Court of Appeals; Southern, Central, Northern, and Eastern Districts of
9 California; and all California State Courts.

10 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
11 Partnership of Professional Law Corporations, and within a few years began to focus on class actions.
12 I joined Cohelan & Khoury in 2000 and was named partner in 2003. In 2009, Cohelan & Khoury
13 became Cohelan Khoury & Singer. Our firm represents plaintiffs in complex, class and representative
14 action litigation, including wage and hour, labor and employment, antitrust, consumer protection,
15 construction defect and other public interest type class and representative actions.

16 4. I was admitted as a fellow to the College of Labor and Employment Attorneys in 2020,
17 and was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and
18 Employment Attorneys. I, along with Isam Khoury, a founding Partner of the firm, and Partner Diana
19 M. Khoury, have also been selected by our peers based on ethics, experience and reputation as Super
20 Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for the years 2012
21 through the present.

22 5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the
23 Mandatory Continuing Legal Education activity titled “Litigating California Class Actions” and has
24 conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author
25 of Cohelan on California Class Actions (1997-2024, updated annually), part of Thomson Reuters
26 Expert Series. I am a contributing author on the CEB publication California Wage and Hour Law:
27 Compliance and Litigation (2010-2024, updated annually), in which I wrote the opening chapter
28 overview on California Wage and Hour laws, including the public policy underpinnings for those laws,

1 and the Private Attorneys General Act (PAGA) Claim chapter. I am also a contributing author to the
2 CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. I have
3 served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and
4 have contributed articles on wage and hour and class action issues through the years to numerous
5 California publications.

6 6. Prior to COVID, I typically lectured several times per year for continuing education
7 courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles,
8 and San Francisco. For over twelve years, I served as wage and hour amicus co-chair and liaison for
9 the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings
10 on wage and hour issues in the California Supreme Court and Courts of Appeal.

11 7. I have been engaged in the practice of labor and employment law since 2000, handling
12 well over 300 wage and hour class and PAGA actions and several individual labor cases. I have
13 litigated several types of employment actions, including complex ERISA employee welfare benefit
14 plan cases, as well as wage and hour class actions before Federal and State Courts in California. In
15 2014, I tried a wage and hour class action involving claims for illegally deducted wages and
16 unreimbursed expenses in the matter of *Dilts v Penske Logistics LLC, Inc.* I successfully appealed the
17 trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

18 8. I have participated in over 50 appellate cases and argued writs and appeals before several
19 California District Courts of Appeal, successfully arguing the landmark *Vaquero* appeal for plaintiffs
20 in the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th
21 98 (requiring employers separately pay commission sales employees for rest periods). As lead counsel
22 in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008) 165 Cal.App.4th 25], I
23 argued before the Fourth District Court of Appeal in May 2008 on transfer from the California
24 Supreme Court, and co-authored the briefing in the successful Supreme Court appeal. I have also
25 argued federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, I have
26 drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in various
27 employment class and individual actions. My firm has successfully tried multiple class cases, obtained
28 appellate reversals of class certification denials (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th

908), and certified multiple consumer and wage and hour class actions.

9. I have drafted amicus letters on a range of issues, primarily for the California Employment Lawyers Association (CELA), supporting publication or depublication of Court of Appeal decisions. I have been primarily responsible for dozens of wage and hour class actions, from drafting the complaint, through discovery, dispositive motions, settlement, and settlement approval. I have also acted as lead appellate counsel in the following class action and PAGA action cases: *Maldonado, et al. v. Fast Auto Loans, Inc. dba RPM Lenders* (2021) 60 Cal. App. 5th 710 (2021); *Mondragon v. Santa Ana Healthcare & Wellness Ctr., LP* (September 29, 2021, B307872) [nonpub. opn.]

10. Associate Attorney Rosemary C. Khoury graduated magna cum laude from the University of San Diego with a B.A. in English. She received her law degree cum laude from the University of San Diego and was admitted to the California State Bar in 2020. During law school, she worked at USD's Worker's Rights Clinic and received the 2020 award for Outstanding Clinic Intern for her work in representing a client in settlement negotiations before the California Labor Commissioner. She volunteered at USD's Education & Disability Clinic, assisting parents of children with special educational needs. She is committed to protecting employee and consumer rights, and her practice consists of representing employees in wage and hour class actions and PAGA actions, as well as representing consumers in consumer class actions.

11. As a part of our overall firm philosophy lawyers perform community service and pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer Attorneys of San Diego. I have served on the Legal Aid at Work Board of Directors since 2010. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, and Consumer Attorneys of California, serving and chairing various committees through the years for these organizations. Partner Maggie Realin has volunteered at the Legal Aid Society of San Diego where she advised clients on preparing and filing

1 civil restraining orders and answers to unlawful detainer, for which she was awarded a Wiley B.
2 Manuel Award for Pro Bono Legal Services in 2010. Partner Jeff Geraci is a past recipient of the
3 Wiley W. Manuel Award for Pro Bono Service. Our firm's pro bono victories include a settlement
4 which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under
5 Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).)
6 The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

7 12. Cohelan Khoury & Singer has been certified Class Counsel in the following contested
8 proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No.
9 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No.
10 RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles
11 County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR*
12 *EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL
13 Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District
14 Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et*
15 *al.*, United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al.*
16 *v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No.
17 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415;
18 *Filion v. Ethan Allen Retail Inc.*, United States District Court, Southern District of California Case
19 No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior
20 Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control*
21 *Specialist and PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets San Mateo*
22 *County Superior* Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case
23 No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County*
24 *Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions,*
25 *Inc.*, United States District Court, Southern District of California Case No. 10CV0672 (FLSA
26 Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los Angeles County Superior
27 Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego
28 County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First

Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Co Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others.

13. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded over 300 state and federal class and representative actions.

14. In light of my legal experience, I believe this Settlement is fair, adequate, and reasonable.

15. Plaintiff Francisco Schiller ("Plaintiff") seeks final approval of a pre-certification \$350,000 non-reversionary wage and hour Class Action and Private Attorneys General Act ("PAGA") settlement for all current and former, hourly, nonexempt employees who worked for Ashley Distribution Services, Ltd. ("ADS") any time from August 23, 2018 to September 13, 2022 ("Class Period") or any time from April 12, 2019 to September 13, 2022 ("PAGA Period").

16. Defendant ADS, founded in 1974, is Ashley Furniture Industries, Inc.'s transportation

1 fleet. ADS drivers transport furniture between warehouses and stores and to customers.

2 17. Plaintiff Francisco Schiller was employed by ADS as a non-exempt Shuttle Driver,
3 driving a shuttle between ADS facilities and picking up and delivering furniture to customers, from
4 December 2017 through October 26, 2020.

5 18. The Class is defined as all individuals who are or previously were employed by
6 Defendant in the State of California who were classified as hourly, non-exempt employees during the
7 Class Period. Attached as **Exhibit 1** hereto is a true and correct copy of the Settlement Agreement.

8 19. The Parties mediated with Todd Smith, Esq., a respected wage and hour class action
9 mediator. For mediation, ADS produced: Plaintiff's personnel file, time and payroll records, and wage
10 statements; corresponding time and payroll records for a randomized sample of Class Members, with
11 about 40% of the total Workweeks contained in the sample; all ADS's written policies pertinent to the
12 claims alleged—including as to meal and rest periods and pre-shift health screenings; and job
13 descriptions for Class Members. Plaintiff's consultant analyzed the data and created a damages model.

14 20. With significant investigation, research, informal discovery, and analysis of data by
15 Plaintiff and his damages consultant completed, the Parties mediated with Mr. Smith on August 17,
16 2022. After a full day of arms'-length negotiations, the Parties were unable to reach a settlement. The
17 Parties thereafter engaged in on-going settlement negotiations, facilitated by Mr. Smith, and were
18 eventually able to reach a settlement. An MOU was fully executed on November 15, 2022 and the
19 Agreement, presented for preliminary approval, was fully executed on March 22, 2023.

20 21. ADS will pay a non-reversionary, maximum Gross Settlement Amount ("GSA") of
21 \$350,000 which includes: (a) attorneys' fees not to exceed \$116,666.67 (1/3 of GSA), to compensate
22 Class Counsel for work performed and remaining to secure final Court approval; (b) litigation costs
23 of \$20,000.00; (c) Class Representative Service Payment of \$10,000.00 to Plaintiff Francisco Schiller,
24 for work as Class Representative, risks undertaken for costs if the case had not successfully concluded,
25 and benefits conferred on the Class; (d) PAGA Payment of \$17,500.00 [\$13,125.00 to LWDA
26 (75%)/\$4,375.00 to Aggrieved Employees (25%)]; and (e) Settlement Administration costs of
27 \$10,000.

28 22. The Settlement was preliminary approved on November 28, 2023.

23. This Court has already recognized that the first three *Dunk* factors were met at preliminary approval. Now, it is also clear that the fourth *Dunk* factor, “the reaction of the class members to the proposed settlement,” also favors granting final approval.

24. Class Counsel requests attorneys’ fees of \$116,666.67, one-third of GSA, and litigation costs of \$20,000.00. Counsel have expended 309.2 hours, a \$176,208.00 lodestar, and have incurred \$20,258.46 in costs. Attached as **Exhibits 2, 3, and 4** hereto are true and correct copies, respectively, of a Summary of Time & Costs, supporting Time Records, and supporting Costs.

25. The requested costs are reasonable because they reflect less than the actual costs expended, and were incurred in litigating the case through a successful mediation.

26. The requested fees are reasonable for several reasons: First, a percentage fee of one-third of the common fund is standard in California class action cases, *see, e.g. Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506.

27. Class Counsel’s request for one-third of the common fund is in the mid-range of fee awards which commonly range from 20% to 50%, and fair compensation for undertaking complex, risky, time-consuming litigation on a contingent basis, and for the results achieved. California state and federal courts routinely approve fee requests equal to or greater than Class Counsel’s request.

California cases: *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%); *Tokar v. GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving award of attorney’s fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v. Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage and hour class action, 33.3%); *Crandall v. U-Haul Int’l, Inc.*, No. BC178775 (Los Angeles County Super. Ct. Aug. 17, 2001) (in a wage and hour class action, 40%); *Davis v. The Money Store, Inc.*, No. 99AS01716 (Sacramento County Super. Ct. Dec. 26, 2000) (in a wage and hour class action, awarding 33.3% of \$6,000,000 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A. County Super. Ct., No. BC318850) (50% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego County Super. Ct.) (35% award) *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*, San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman – approving attorneys’ fees of 33-1/3% of \$2,789,000 in a pre-certification meal violation class action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-

2011-00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys’ fees of 33-1/3% of \$3,500,000 in a pre-certification meal violation class action).

Federal cases: *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *28 (N.D. Cal. April 1, 2011) (approving fee that amounted to 42% of common fund in wage and hour class action); *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-93 (wage-and-hour action putative class-action settlement where court approved award of attorneys’ fees in the amount of 33.3% of the common fund); *In re Ampicillin Antitrust Litig.*, 526 F. Supp. 494 (D.D.C. 1981) (45%); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*, 480 F. Supp. 1195(S.D.N.Y. 1979), aff’d, 622 F.2d 1106 (2d Cir. 1980) (in a Sherman Act case, approximately 53%); *In re Heritage Bond*, 2005 WL 1594389, at *20 (C.D. Cal. June 10, 2005) (award of attorneys’ fees of one-third of \$27,783,000–the Settlement Fund is fair and reasonable); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% in fees of common fund); *Martin v. FedEx Ground Package Sys., Inc.*, No. C06-6883 VRW, 2008 WL 5478576, at *8 (N.D. Cal. Dec. 31, 2008) (truck driver meal break class action where the court approved attorneys’ fees of 1/3 of common fund); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010 WL 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting 33.33% common fund award for wage and hour class settlement “falls within the typical range of 20% to 50% awarded in similar cases”).

28. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common fund in many class and representative action settlements, including:

a) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000 settlement in a PAGA action).

b) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of \$255,000 settlement in Class action).

c) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of \$385,000 settlement in Class action).

d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000 settlement in Class action).

e) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

f) *Santos, et al. v. National General Management Corp.*, San Bernardino County Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of \$680,000 settlement in PAGA action).

g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys’ fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000 settlement in a pre-certification wage and hour class action).

j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of \$458,991 settlement in a pre-certification wage and hour class action).

k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$1,500,000 settlement in Class and Representative action).

l) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement in Class and Representative action).

m) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys’ fees of 33-1/3% of \$350,000 settlement in Class and Representative action).

n) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of \$3,000,000 settlement in Class and Representative action).

o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees of 33-1/3% of \$325,000 settlement in Class and Representative action).

p) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of \$2,400,000 settlement in Class and Representative action).

q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of \$9,000,000 settlement in Class and Representative action).

r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys’ fees of 35% of \$1,500,000 settlement in PAGA action).

t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDSI912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$2,824,090.50 settlement in Class and Representative action action).

29. Second, an optional lodestar crosscheck, *see, e.g. Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138, reveals that Class Counsel earned more by their hours worked than what they request in fees, with the \$116,666.67 requested constituting only 66% of their actual lodestar of \$176,208.00.

30. Third, the rates requested by Class Counsel, between \$500 for a four-year attorney, and \$995 for a forty-year attorney and managing partner, are supported by the Laffey Matrix.

31. Fourth, the extensive experience of Class Counsel in prosecuting, certifying, and settling class actions, as well as their charitable and academic endeavors, support granting the requested fees, Class Counsel believe, in light of all of their experience, that this Settlement is fair, adequate, and reasonable for the Class and Aggrieved Employees.

32. Fifth, the 309.2 hours expended by Class Counsel “would have been undertaken by a reasonable and prudent lawyer to advance or protect his client’s interest.” *Moore v. Jas. H. Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982).

33. And sixth, an excellent result was achieved, with substantial relief being provided to the Class, and no Class Members objecting to, or requesting exclusion from, the Settlement. *See, e.g. Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 44.

34. The Agreement allocates \$17,500.00 to PAGA claims, \$13,125.00 (75%) paid directly to the LWDA, and the remaining \$4,375.00 (25%) to Aggrieved Employees. This allocation was the result of good-faith, mediated negotiations.

35. Class Counsel’s skill and experience support their hourly rates: **Cohelan Khoury & Singer**: Founding Partner, Isam C. Khoury - \$925; Managing Partner, Michael D. Singer - \$995; Associate, Marta Manus - \$700; Associate, Rosemary C. Khoury - \$500. **Law Offices of Sahag Majarian II**: Sahag Majarian II - \$850. Laffey Matrix would actually provide for a rate increase: Founding Partner, Isam C. Khoury - \$1,057 (20+ years out of law school); Managing Partner, Michael D. Singer - \$1,057 (20+ years out of law school); Associate Attorney, Marta Manus - \$829 (11-19 years out of law school). **Law Offices of Sahag Majarian II**: Sahag Majarian II - \$1,057 (20+ years out of law school). Attached as **Exhibit 5** is a true and correct copy of the Laffey Matrix (accessed

1 April 29, 2024, available at <http://www.laffeymatrix.com/see.html>).

2 36. On the same date this motion and its supporting documents are filed with the Court, they
3 will be served upon Defendant and provided to the LWDA via the LWDA's website, using the
4 appropriate intake form. Attached as **Exhibit 6** is a true and correct copy of the LWDA confirmation
5 of Receipt.

6 I declare under the penalty of perjury under the laws of the State of California the foregoing is
7 true and correct and this declaration is executed April 29, 2024, in San Diego, California.

8 
9 Michael D. Singer

EXHIBIT 1

AGREEMENT

This Class and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between Plaintiff Francisco Schiller (“Plaintiff”) and defendant Ashley Distribution Services, Ltd. (“Defendant”)—collectively “the Parties”. The Parties intend this Agreement to be admissible and binding under California Code of Civil Procedure section 664.

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s two lawsuits alleging wage and hour violations against Defendant, both captioned *Schiller v. Ashley Distribution Services, Ltd.* and pending in San Bernardino Superior Court, Nos. CIVDS2013264 (PAGA)—initiated June 15, 2020—and CIVDS2014776 (Class)—initiated July 23, 2020.
- 1.2. “Administrator” means CPT Group, Inc.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or were previously employed by Defendant in the State of California who were classified as hourly, non-exempt employees during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in the State of California who were classified as hourly, non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Michael D. Singer and Rosemary C. Khoury of Cohelan Khoury & Singer and Sahag Majarian II of Law Offices of Sahag Majarian II.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and

expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the “Notice of Proposed Class Action Settlement”, to be mailed to Class Members attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means August 23, 2018 to September 13, 2022.
- 1.13. “Class Representative” means Francisco Schiller.
- 1.14. “Class Representative Service Payment” means the up to \$10,000 to the named Class Representative for initiating and prosecuting the Action.
- 1.15. “Court” means the Superior Court of California, County of San Bernardino.
- 1.16. “Defendant” means Ashley Distribution Services, Ltd.
- 1.17. “Defense Counsel” means Lonnie D. Giamela and Evan Kroll of Fisher & Phillips, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Three-Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000) which is the total amount Defendant agrees to pay under this Agreement. In no event shall Defendant be obligated to pay more than the Gross Settlement Amount except as provided in Paragraphs 4.3 and 8 below. The Gross Settlement Amount will be used to pay (i) Individual Class Payments, (ii) Individual PAGA Payments, (iii) the LWDA PAGA Payment, (iv) Class Counsel Fees, (v) Class Counsel Litigation Expenses, (vi) Class Representative Service Payments, (vii) and the Administration Expense Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25 percent of the PAGA Penalties, calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency.
- 1.27. “LWDA PAGA Payment” means the 75 percent of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts approved by the Court: (i) Individual PAGA Payments, (ii) the LWDA PAGA Payment, (iii) the Class Representative Service Payment, (iv) Class Counsel Fees Payment, (v) Class Counsel Litigation Expenses Payment, and (vi) the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means April 12, 2019 to September 13, 2022.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s April 9, 2020 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties (\$17,500) to be paid from the Gross Settlement Amount, allocated 25 percent to the Aggrieved Employees (\$4,375) and the 75 percent to the LWDA (\$13,125) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Francisco Schiller.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means claims released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means claims released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means Ashley Distribution Services, Ltd. and its parents, subsidiaries, officers, shareholders, members, directors, agents, attorneys, employees, and insurers.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On June 15, 2020, Plaintiff commenced this Action by filing the Operative PAGA Complaint seeking civil penalties under California Labor Code § 2699 *et seq.* against Defendant for its alleged failure to 1) pay minimum, regular, and overtime wages; 2) provide meal periods; 3) provide rest periods; 4) provide accurate itemized wage statements; 5) timely pay wages due during employment; 6) timely pay wages due upon separation of employment; 7) reimburse business-related expenses; and 8) maintain accurate records.
- 2.2. On July 23, 2020, Plaintiff filed the Operative Class Complaint against Defendant seeking damages, penalties, and other appropriate relief against Defendant for its alleged failure to: 1) pay minimum, regular, and overtime wages; 2) provide meal periods or compensation in lieu thereof; 3) provide rest periods or compensation in lieu thereof; 4) provide accurate itemized wage statements; 5) timely pay wages due upon separation of employment; and 6) reimburse business-related expenses, resulting in 7) violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*).
- 2.3. As to the Operative Complaints, Defendant denies the allegations and any and all liability for the causes of action alleged.
- 2.4. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the April 9, 2020 PAGA Notice.
- 2.5. On August 17, 2022, the Parties participated in an all-day mediation presided over by experienced employment mediator Todd Smith, Esq. which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, information sufficient to meaningfully evaluate the claims at issue, including applicable policy documents and a sample of time and pay records for the Class. Plaintiff’s investigation was sufficient to satisfy

the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.7. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay the total amount of Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00). Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order and Judgement:

3.2.1. To Plaintiff: Class Representative Service Payment of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three and one third percent (33 1/3%) of the Gross Settlement Amount (i.e., One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each

Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties with Forty percent (40%) being allocated to interest and Forty percent (40%) being allocated to penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Seventeen Thousand and Five-Hundred Dollars and Zero Cents (\$17,500.00) to be paid from the Gross Settlement Amount, with 75% (i.e., Thirteen Thousand and One-Hundred Twenty-Five Dollars and Zero Cents (\$13,125.00)) allocated to the LWDA PAGA Payment and 25% (i.e., Four Thousand Three Hundred and Seventy-Five Dollars and Zero Cents (\$4,375.00)) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$4,375.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 495 Class Members who collectively worked a total of 39,685 Workweeks, and 448 Aggrieved Employees who worked a total of 31,575 PAGA Pay Periods.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Nothing in this confidentiality provision shall be construed or work to preclude Class Counsel from performing their fiduciary duties to the Class. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, no later than fifteen (15) days after the Effective Date. Defendant will be responsible for the employer's share of payroll taxes, separate and apart from the Class

Fund.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further

steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release.

5.1.1.1. Plaintiff irrevocably and unconditionally waives, releases, and forever discharges the Released Parties and their respective predecessors, successors, all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, and parents, their respective former, current and future directors, officers, employees, agents, representatives, attorneys, insurers, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, and trustees from any and all claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages

(including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever, asserted in or that could have been asserted against any of the Released Parties.

5.1.1.2. Plaintiff also fully and completely waives, releases, and forever discharges the Released Parties from any and all claims, charges, complaints, actions, causes of action, lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever that Plaintiff may have against any or all of the Released Parties arising out of Plaintiff's employment with Defendant, the separation of Plaintiff's employment with Defendant, or any other fact, condition, circumstance, or occurrence whatsoever up to and including the Effective Date of this Agreement, whether known or unknown, suspected or concealed, and whether presently asserted or otherwise, including, but not limited to, all claims that any or all of the Released Parties:

- violated public policy or common law (including, but not limited to, claims for assault, battery, negligent hiring, retention or supervision, negligent, reckless, or intentional infliction of emotional distress, breach of contract, intentional or tortious interference with contract or business relations, fraud, misrepresentation, conversion, promissory estoppel, detrimental reliance, wrongful termination, retaliatory discharge, personal injury, defamation, libel, slander, negligence, invasion of privacy, conspiracy, and/or mental anguish, or loss of consortium); or

- violated Defendant's personnel policies, procedures, or handbooks, any covenant of good faith and fair dealing, or any purported contract of employment, express or implied, between Plaintiff and Defendant; or
- failed to provide Plaintiff with any benefits pursuant to the terms of any employee benefit plan maintained, administered, sponsored, funded and/or paid, in whole or in part, by Defendant, violated the terms of any such employee benefit plan, breached any fiduciary obligation with respect to such plan, or discriminated against Plaintiff for the purpose of preventing Plaintiff from obtaining benefits pursuant to the terms of any such plan, or in any way violated any provision of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; or
- retaliated against or discriminated against Plaintiff on the basis of sex (including sexual harassment), race, ethnicity, color, national origin, ancestry, religion, disability, handicap, age, veteran status, sexual orientation, marital status, parental status, source of income, or any other basis in violation of any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions or otherwise violated any city, local, state, or federal laws, statutes, ordinances, executive orders, regulations, or constitutions, including Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000, *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, *et seq.*, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.*, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*, the Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), and the Family and

Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, *et seq.*;
or

- violated any city, local, state, or federal wage and hour laws, statutes, ordinances, executive orders, or regulations, including but not limited to, those related to hours worked, overtime, rest periods, meal periods, business reimbursement, and uniforms.

5.1.2. This release, contained in Paragraph 5.1.1., in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code § 1541, that is, the extinguishment of obligations herein designated. The release contained above specifically excludes any and all claims for workers' compensation benefits. The release contained above specifically includes Plaintiff's retaliation complaint filed with the California Department of Industrial Relations, Labor Commissioner's Office, Retaliation Complaint Investigation Unit, State Case No. RCI-CM-809947. Further, nothing in this release shall release claim(s) that cannot be released as a matter of law..

5.1.3. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: All Participating Class Members release Released Parties from all class claims pled or which could have been pled based on the factual allegations contained in the Operative Class Complaint which occurred during the Class Period including, but not limited to claims under California Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226(a), 226.3, 226.7, 256, 510, 512, 515, 558(a), 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 2810.5, and expressly excluding all other claims, including claims for vested benefits,

wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The time period of this release is the Class Period.

- 5.3. Release by Class Members Who Are Aggrieved Employees: All Class Members who are Aggrieved Employees are deemed to release all PAGA claims pled or which could have been pled based on the factual allegations contained in the Operative PAGA Complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period that stated violations of California Labor Code §§ 201, 202, 203, 204, 210, 218, 226, 226(a), 226.3, 226.7, 256, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, 2810.5, and 2698, *et seq*, as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

Class Counsel agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) signed declaration from Plaintiff confirming his willingness and competency to serve as Class Representative; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative PAGA Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code §

2699(l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

- 6.2. Responsibilities of Counsel. Class Counsel will be responsible for finalizing and filing the Motion for Preliminary Approval no later than sixty (60) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §

468B-1.

7.4. Notice to Class Members.

- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement will still receive an Individual PAGA Payment, notwithstanding their Request for Exclusion from the Class portion of the Settlement.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional seven (7) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via fax or mail. The Administrator must request that the challenging Class Member submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members (i.e., Class Members who do not submit valid and timely Requests for Exclusion) may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Aggrieved Employees have no right to object to the PAGA portion of the Settlement.

7.7.2. For any Participating Class Member to object, the Class Member must send written objections to the Administrator, signed by the Class Member, by fax or mail, no later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional seven (7) days for Class Members whose Class Notice was re-mailed). The Settlement Administrator shall send all objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

7.7.3. Non-Participating Class Members (i.e., Class Members who submit valid and timely Requests for Exclusion) have no right to object to any of the class action components of the Settlement.

7.7.4. Aggrieved Employees shall have no right to object to the PAGA portion of the Settlement and shall be bound by the Release of claims identified in Paragraph 5.3 of this Agreement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for

Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE

It is estimated that during the Class Period there were approximately 495 Class Members who worked approximately 39,685 Workweeks. The aforementioned numbers are based on data through July 9, 2022. Should the number of Workweeks through July 9, 2022 increase by more than 10%, Defendant will increase the Gross Settlement Amount by a proportionate additional amount for each additional workweek. For example, if the number of Workweeks during this period increases by 11%, the Gross Settlement Amount shall increase by 1%.

9. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than (30) days after the Administrator sends the final Exclusion List to Defense Counsel;

late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(*I*), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer to resolve any disagreements concerning the Motion for Final Approval.

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,

including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement

only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class

Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their

representatives, and approved by the Court.

- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 12.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts electronically (i.e. DocuSign) or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be

one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 12.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON FOLLOWING PAGE]

Plaintiff & Class Representative:

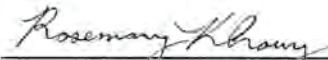
Dated: 3/6/2023, 2023

By: 
Francisco Schiller

Plaintiffs' Counsel:

Dated: March 6, 2023

COHELAN KHOURY & SINGER

By: 
Michael D. Singer, Esq.
Rosemary C. Khoury, Esq.
Attorneys for Plaintiff

Defendant:

Dated: March 15, 2023

ASHLEY DISTRIBUTION SERVICES, LTD.

By: Stephen B. Calkins
Print Name


Signature

Chief Legal + Admin. Officer
Title

Defendant's Counsel:

Dated: March 22, 2023

FISHER & PHILLIPS, LLP

By: 
Lonnie D. Giamela, Esq.
Evan Kroll, Esq.
Attorneys for Defendant

EXHIBIT 2

SUMMARY OF TIME AND COSTS
Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Lead Case No. CIVDS2013264
San Bernardino Superior Court Case No. CIVDS2014776

Total Attorneys' Hours: 309.2
Total Lodestar: \$176,208.00
Total Costs: \$20,258.46

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	25.2	\$925	\$23,310.00
Michael D. Singer, Managing Partner	1984	13.4	\$995	\$13,333.00
Marta Manus, Associate	2008	9.7	\$700	\$6,790.00
Rosemary C. Khoury, Associate	2020	225.1	\$500	\$112,550.00
Amber Worden, Certified Paralegal	N/A	10.3	\$200	\$2,060.00
Matthew Atlas, Paralegal	N/A	5.2	\$175	\$910.00
TOTAL:		288.9		\$158,953.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
LAW OFFICES OF SAHAG MAJARIAN II				
Sahag Majarian, Esq.	1990	20.3	\$850	\$17,255.00
TOTAL:		20.3		\$17,255.00

Total Aggregate Hours: 309.2	Total Lodestar: \$176,208.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$11,896.21
Law Offices of Sahag Majarian II	\$8,362.25
TOTAL COSTS	\$20,258.46

EXHIBIT 3

EXHIBIT 3-A
ATTORNEY TIME
ISAM C. KHOURY

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Case No. CIVDS2014776
San Bernardino Superior Court Lead Case No. CIVDS2013264
Attorney Time – Isam C. Khoury

Date	Activity	Time
6/3/2020	Discuss L256 application and prior rulings	0.3
6/11/2020	Approve PAGA complaint	.2
9/29/2020	Work on / edit CMC statement w/ RK and litigation strategy and status update	0.3
10/8/2020	discuss CMC and call w/ client and RK	0.5
10/16/2020	w/ RK re plaintiff concerns	.2
11/20/2020	status update on discovery	0.3
11/24/2020	Discuss status of related cases and file update	.2
11/30/2020	Call w/ other filed case re JPA and a\and analyze other complaints and claims, RK chart	0.5
12/1/2020	Discuss email to other counsel w/ RK	.1
1/4/2020	Review remand /removal order email discussion w/ MDS and RK	0.5
1/5/2020	Status update re discovery and top filers and removal motion	0.5
1/13/2021	Discuss discovery responses and litigation strategy with RK	0.5
1/22/2021	Status update re: mediation participation and data requirements, file review	0.5
1/29/2021	Discuss oppo to removal motion. Edit	0.4
5/7/2021	Confer w/ RK and call w/ defense re: production of data	0.8
10/13/2021	Call w/ other counsel late filer	0.5
11/24/2021	Pre-call prep and call w/ defense re class composition and mediation possibility	1
1/4/2022	Update on mediation scheduling and selection	0.3
5/23/2022	Set up date on mediation and work on data request	0.4
8/2/2022	Status update on mediation data production and consultant referral	0.4
8/11/2022	Follow up on damage analysis and clarifications from defense	0.5
8/16/2022	Prepare for mediation, file review and bullet point argumnets	1
8/17/2022	Mediation and morning review	7.5
9/13/2020	Discuss settlement and structure and assignments; discuss 512 research	0.8
12/7/2022	Continue documents produced review and discuss	1
12/14/2022	Work on brief and damage analysis with consultant and RK	2.5
12/15/2022	Mediation prep and research PAGA/1198/1199 meal period recording	2.8
1/17/2023	Discuss mediator's suggestions re resolution and proposal, examine PAGA claims	0.5
2/9/2023	Follow up on settlement agreement edits and execution	0.2
	Total	25.2

EXHIBIT 3-B

**ATTORNEY TIME
MICHAEL D. SINGER**

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Case No. CIVDS2014776
San Bernardino Superior Court Lead Case No. CIVDS2013264
Attorney Time – Michael D. Singer

Date	Activity	Time
6/24/20	Call w atty on I/C case .3; research re other case filings 2.0	2.3
10/6/20	Call w defense re status; consolidation .3; analysis of pleadings re call w defense .2	0.5
6/24/20	Call w atty on I/C case .3; research re other case filings 2.0	2.3
1/4/21	Analysis of removal papers 1.7; memo re remand .7	2.4
3/8/22	Case status review .5; review stip for stay .2	0.7
5/23/22	Mediation review .5	0.5
6/28/22	Status review .5	0.5
6/28/22	Status review .5	0.5
8/1/22	Mediation review .5	0.5
3/8/22	Case status review .5; review stip for stay .2	0.7
6/28/22	Status review .5	0.5
8/1/22	Mediation review .5	0.5
12/5/22	Mediation prep 1.5	1.5
	Total	13.4

EXHIBIT 3-C

**ATTORNEY TIME
MARTA MANUS**

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Case No. CIVDS2014776
San Bernardino Superior Court Lead Case No. CIVDS2013264
Attorney Time – Marta Manus

Date	Activity	Time
4/06/20	Review emails from MDS re: new case	0.2
4/08/20	Email client Schiller	0.2
4/08/20	Telephone call w/ client Schiller	0.3
4/08/20	Draft PAGA letter	3.00
4/08/20	Email MDS/AW re: PAGA letter	0.1
4/15/20	Email w/ Cherise Esposito re: EE records	0.3
4/16/20	Email w/Sandra Hinckley re: EE records	0.2
4/20/20	Review client's wage statements	0.2
5/04/20	Email w/ Cherise Esposito	0.1
5/04/20	Review Schiller's personnel file	0.6
5/19/20	Draft ESI and Catalyst letters	0.2
6/15/20	Draft revised PAGA complaint	1.2
6/15/20	Email RK re: PAGA complaint	0.1
6/24/20	Email client Schiller	0.1
6/26/20	Email w/ MDS re: potential class action	0.1
7/13/20	Email MDS re: filing class action	0.1
7/13/20	Email client Schiller	0.1
7/16/20	Email w/ RK re: complaint	0.1
7/20/20	Email w/ RK re: complaint	0.1
7/20/20	Email w/ MDS re: class complaint	0.1
7/21/20	Draft class action complaint	1.2
7/23/20	Review class complaint for filing	0.2
7/28/20	Email client Schiller	0.2
8/26/20	Review notices of related case	0.2
8/27/20	Email client Schiller	0.2
8/31/20	Teleconference w/ OC Devin Rauchwerger	0.2
9/01/20	Email MDS re: status	0.1
	Total	9.7

EXHIBIT 3-D

**ATTORNEY TIME
ROSEMARY C. KHOURY**

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Case No. CIVDS2014776
San Bernardino Superior Court Lead Case No. CIVDS2013264
Attorney Time – Rosemary C. Khoury

Date	Activity	Time
6/8/2020	Writing PAGA only complaint (start)	0.4
6/9/2020	Writing PAGA only complaint (continue)	0.2
6/9/2020	Writing PAGA only complaint (continue)	0.5
6/9/2020	Writing PAGA only complaint (continue)	1.3
6/11/2020	Writing PAGA only complaint (continue)	2.7
7/13/2020	Amending complaint to include class allegations	1.4
7/15/2020	Draft amended complaint (continue)	4
7/16/2020	Draft amended complaint (complete)	4.4
7/20/2020	Emails with MM and AW	0.2
7/21/2020	Ashley Dist Class Only Complaint	1.5
7/21/2020	Email MM and AW	0.1
7/23/2020	Review AW redline	0.3
9/10/2020	Look over MDS case assignment to me	0.1
9/15/2020	Read deadlines in AW emails	0.1
9/16/2020	Read CMS emails from AW	0.1
9/23/2020	Email with defense about upcoming CMC	0.1
9/23/2020	Creating list of deadlines upcoming	0.1
9/23/2020	Locating and Send judge's order to defense	0.2
9/23/2020	Email with defense about upcoming CMC	0.1
9/23/2020	Creating list of deadlines upcoming	0.2
9/23/2020	Phone Call with defense counsel	0.2
9/24/2020	Email MDS about consolidation	0.1
9/24/2020	Research issue of removability	0.3
9/24/2020	Email MDS about removing	0.1
9/25/2020	Research removal	0.2
9/25/2020	Email MDS Research	0.1
9/25/2020	Read MDS email	0.1
9/25/2020	Read AW email and responding	0.1
9/25/2020	Phone call with ICK to discuss consolidating	0.2
9/25/2020	Email defense counsel about phone call	0.1
9/28/2020	Send oppos and orders to defense	0.1
9/28/2020	Discuss case and call with MDS and ICK	0.5
9/28/2020	Email defense counsel about follow-up call	0.2
9/28/2020	Research CAFA issues for MDS	0.7
9/28/2020	Creating master schedule document for myself	0.2
9/28/2020	Phone call with defense (Devin)	0.2
9/28/2020	Email ICK and MDS about phone call	0.4
9/28/2020	Read and replying to ICK email about discovery	0.2
9/28/2020	Draft joint CMC statement (start)	0.6
9/29/2020	Creating case chart for MDS	0.2
9/29/2020	Going over CMC with ICK	0.3
9/29/2020	Creating case chart for MDS	0.2

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Case No. CIVDS2014776
San Bernardino Superior Court Lead Case No. CIVDS2013264
Attorney Time – Rosemary C. Khoury

9/29/2020	Draftjoint CMC statement (continue)	2.8
9/29/2020	Conversation with JG about CMC and general strategy	0.3
9/29/2020	Discuss strategy with ICK	0.1
9/29/2020	Email defense counsel with Plaintiff CMC statement	0.2
9/30/2020	Review my portion of CMC	0.1
9/30/2020	Read JG's change to my paragraph of claims in CMC stmt	0.1
10/1/2020	Email AW about defense portion of CMC statement	0.1
10/1/2020	Discuss CMC with ICK	0.2
10/1/2020	Email Devin and AW about Finalize CMC statement	0.1
10/1/2020	Call Amber about changes to stmt	0.2
10/1/2020	Finalize joint CMC	1
10/2/2020	Review next two week's schedule	0.1
10/5/2020	Email MDS materials for phone call tomorrow	0.2
10/5/2020	Read MDS emails on strategy and replying	0.1
10/5/2020	Email defense to set up call time	0.1
10/5/2020	Email with KS about court call information	0.1
10/5/2020	Setting time for phone call tomorrow with defense	0.1
10/5/2020	Email MDS about possible conference call tomorrow at 10 a.m.	0.1
10/5/2020	Email with defense about 10:30 a.m. phone call tomorrow	0.1
10/6/2020	Review materials before call	0.3
10/6/2020	Email MDS about upcoming CMC	0.2
10/6/2020	Phone call with MDS and defense in advance of 10/08 CMC	0.4
10/7/2020	Email and Text ICK for advice for client	0.1
10/7/2020	Phone call with ICK about plaintiff	0.1
10/7/2020	Email with plaintiff that I will call him tomorrow	0.2
10/8/2020	Preparing for CMC by Read stmt and Ashley cases summary	0.5
10/8/2020	Court Call-waiting and being heard	0.9
10/8/2020	Email MDS, ICK, and AW rundown of CMC	0.3
10/8/2020	Phone call with ICK and client about employment issues	0.3
10/14/2020	Read email with order relating cases	0.1
10/15/2020	Read CMC deadline alert	0.1
10/15/2020	Email with AW about related Gonzalez case	0.1
10/15/2020	Review Gonzalez case	0.1
10/16/2020	Email with ICK about multiple conversations with plaintiff	0.1
10/16/2020	Read very long email from our client and responding	0.3
10/16/2020	Email with AW and ICK about plaintiff issue	0.1
10/19/2020	Review Gonzalez case and making comparison chart with our case	0.3
10/20/2020	Email with Amber about client's employment status	0.1
10/20/2020	Updating and adding deadlines from calendar and emails	0.1
10/27/2020	Read update: Plaintiff quit at Ashley for new, better job	0.1
10/28/2020	Review and amending deadlines for next few weeks	0.1
11/2/2020	Updating deadlines	0.1

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11/3/2020	Updating employment status in my Ashley cases rundown	0.1
11/4/2020	Updating all deadlines from calendar and emails	0.1
11/4/2020	Updating all deadlines from calendar and emails	0.1
11/11/2020	Call back court reporter service; rates will be sent to see if we want to use their services	0.1
11/11/2020	Check out how to access voicemail and Check vmail	0.1
11/11/2020	Brushing up on case before Call back Andrea Smith	0.2
11/16/2020	Check schedule and updating dates	0.1
11/16/2020	Check schedule and updating dates	0.1
11/18/2020	Going over calendar with AW for next 3 weeks	0.1
11/18/2020	Replying to KS email about CMC	0.1
11/18/2020	Going over calendar with AW for next 3 weeks	0.1
11/19/2020	Check schedule and updating dates	0.1
11/19/2020	Replying to AW about CMC template stmt	0.1
11/19/2020	Check schedule and updating dates	0.1
11/19/2020	Replying to AW about CMC template stmt	0.1
11/20/2020	Email with Devin and AW about M&C	0.2
11/23/2020	Updating schedule	0.1
11/24/2020	Email ICK and MDS with updates about Ashley Dist plus a copy of the prior settlement after Review	0.4
11/24/2020	Phone call with Devin about CMC	0.2
11/24/2020	Email MDS and ICK about phone call and related cases	0.2
11/24/2020	Email Gonzalez counsel about phone call and related cases	0.2
11/24/2020	Phone call with ICK about related cases	0.1
11/24/2020	Send chart to ICK and MDS	0.1
11/24/2020	Review case info in advance of call with Devin at 2	0.4
11/24/2020	Making chart comparing cases	0.9
11/25/2020	Email Alex about Monday phone call	0.1
11/25/2020	Writing CMC stmt	0.8
11/26/2020	Read CMC judge's orders and Research procedures; Look at updated statement examples	1
11/26/2020	Email defense case anywhere confirmation	0.1
11/27/2020	Phone call with about Monday call	0.1
11/27/2020	Email defense Gonzalez about Monday call	0.1
11/27/2020	Creating CMC statement	0.8
11/27/2020	Read defense readlines and Email back about them and then back and forth about class sampling	0.4
11/28/2020	Email with defense about class vs PAGA group size	0.1
11/30/2020	Printing out comparison chart for ICK	0.1
11/30/2020	Saving and polishing up pre-final version of cmc stmt	0.2
11/30/2020	Research discovery interplay with removal and Email attorneys question	0.2
11/30/2020	Check schedule for next few weeks	0.1

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11/30/2020	Polishing up statement and Send to defense for review	0.2
11/30/2020	Phone call with ICK about call	0.1
11/30/2020	Going over cases chart with ICK	0.3
11/30/2020	Phone call with Francisco Schiller	0.2
11/30/2020	Phone call with other plaintiff's attorney Alex	0.3
11/30/2020	Email with Alex about filing dates and another phone call	0.1
11/30/2020	Saving and polishing up pre-final version of cmc stmt	0.3
11/30/2020	Polishing up statement and Send to defense for review	0.2
11/30/2020	Read emails about filing CMC stmts	0.1
11/30/2020	Email AW Gonzalez PAGA notice to save	0.1
12/1/2020	Phone call with ICK who dictated note to Alex	0.1
12/1/2020	Email MDS about case he sent	0.1
12/2/2020	Updating deadlines	0.1
12/3/2020	Prepping for call with Alex	0.3
12/3/2020	Phone call with Alex and Email ICK and MDS notes	0.6
12/3/2020	Phone call with MDS and ICK	0.1
12/3/2020	Email MDS chart and notes after updating	0.3
12/3/2020	Email Alex MDS' position	0.2
12/3/2020	Phone call with Devin Rauchwerger in advance of CMC	0.2
12/3/2020	Email Alex about call with Devin	0.2
12/3/2020	Email Alex about call	0.1
12/21/2020	Email with AW about answers to complaints; Research judge's rules	0.2
12/21/2020	Research timing removal	0.1
1/4/2021	Email with MDS and AW about removal	0.2
1/4/2021	Look up information on court to which removed	0.2
1/4/2021	Email with MDS about removal strategy	0.2
1/4/2021	Updating schedule of assignments	0.2
1/4/2021	Read and replying to email about answer	0.1
1/4/2021	Updating schedule of assignments	0.2
1/5/2021	Read Removal papers	0.3
1/11/2021	Check on whether initial CMC changed or went off calendar	0.1
1/11/2021	Updating remand motion and meet and confer deadlines	0.1
1/11/2021	Read and replying to AW email about notice of interested parties filing; Look up rule	0.2
1/15/2021	Updating and noting upcoming deadlines	0.2
1/15/2021	Research remand timing under CAFA and other remand issues	0.6
1/19/2021	Read all removal docs	1.2
1/19/2021	Email Devin about M&C for remand motion	0.1
1/19/2021	Read remand motions in G:drive and on Lexis	0.5
1/19/2021	Check whether CAFA exceptions might apply (no)	0.3
1/20/2021	Email with AW about setting up remand motion docs	0.2
1/20/2021	Read example W&S Trucking Remand motion	0.2

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1/20/2021	Read Order Granting Remand	0.4
1/21/2021	Check if remand docs are set up properly	0.2
1/21/2021	Research removal, remand, and reply; timing and substance	1.2
1/21/2021	Doing Research in preparation for phone call with defense counsel on remand motion	0.2
1/21/2021	Read pleading to prepare for call	0.3
1/21/2021	Phone call with Devin about remand	0.1
1/21/2021	Phone call with Plaintiff Francisco Schiller to give him case update	0.1
1/21/2021	Phone call with Plaintiff Francisco Schiller to give him case update	0.1
1/22/2021	Draftremand motion	0.5
1/25/2021	Read through what I have for remand motion	0.2
1/25/2021	Read 7 magic tricks for removal and remand Lexis article	0.1
1/26/2021	Attorney Meeting- talking about remand motion	0.2
1/26/2021	Research judge's orders from Central District	0.4
1/26/2021	Draftremand motion	0.3
1/27/2021	Research remand motions in central district	1
1/27/2021	Draftremand motion	0.5
1/27/2021	Research and Draftremand motion	1.9
1/28/2021	Quickly Read KDLR remand motion	0.3
1/28/2021	Draftprefinal draft of remand motion to send to KDLR and MDS	6.7
1/29/2021	Read law review abstract on removal and remand based on SMJ	0.1
1/29/2021	Finalize pre-final remand motion	4
1/29/2021	Email MDS, KDLR, and ICK pre-final draft of remand motion to read	0.2
1/29/2021	Read remand motion and emails and incorporating feedback from MDS and ICK and proofing	0.9
1/29/2021	Research whether Defendant can not allege attorneys fees in removal but argue it in reply	0.2
2/1/2021	Finishing prefinal draft of remand motion and formatting	2.7
2/1/2021	DraftDec ISO Remand	0.7
2/1/2021	Works on NOM for remand	0.3
2/1/2021	Review Proposed Order for Remand	0.1
2/1/2021	Review remand docs and Email them, along with instructions for Finalize, to AW	0.4
2/1/2021	Read email about docs submitted to Central District	0.1
2/1/2021	Review POS for remand	0.1
2/1/2021	Calculating likely \$ amount based on reasonable assumptions/case Research (under \$3 million, all in)	0.5
2/1/2021	Phone call with AW about hearing date for motion (March 12)	0.2
2/1/2021	Phone call with AW clarifying citations	0.1
2/2/2021	Read email about remand motion hearing on March 12	0.1

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2/3/2021	Check and updating schedule	0.1
2/3/2021	Check and updating schedule	0.2
2/3/2021	Email AW about LR and deadlines for oppo and reply	0.2
2/5/2021	Examining weak points in my remand motion; contemplating reply	0.3
2/9/2021	Check PAGA website for filings	0.1
2/10/2021	Review remand motion for law on CAFA	0.2
2/22/2021	Read oppo to motion to remand and brainstorming	0.5
2/22/2021	Read decs in support of oppo	0.1
2/22/2021	Look up reply page limit (could not find)	0.2
2/22/2021	Look for reply example	0.3
2/22/2021	Phone call with ICK	0.1
2/22/2021	Setting up reply	0.2
2/23/2021	Considering reply	0.3
2/23/2021	Re-Read oppo to motion to remand and note-taking topics to address	2.8
2/23/2021	Read W&S Trucking for sense of evidence that P should produce	0.2
2/24/2021	Research case law to combat D's assertions in reply	2.5
2/24/2021	Outlining reply	0.4
2/24/2021	Discuss remand with ICK	0.2
2/25/2021	Draftremand motion	0.7
2/25/2021	Email AW about getting her reply and dec to format	0.1
2/25/2021	Creating declaration in support of reply based on Review records	2
2/25/2021	Writing reply	8.1
2/26/2021	Email AW final docs for reply	0.2
2/26/2021	Writing reply	4
2/26/2021	Phone call with ICK about attorneys fees	0.1
3/1/2021	Read reply submitted Friday	0.2
3/1/2021	Email AW about 26(f) stmt and remand hearing-same date	0.1
3/1/2021	Look into Hirst v. Skywest and whether it precludes our filing	0.3
3/1/2021	Updating deadlines for central district	0.2
3/1/2021	Email with AW about requesting a continuance of a week for scheduling conference	0.1
3/1/2021	Going over calendar with AW for next few weeks	0.1
3/1/2021	Email with Devin about 26(f) conference	0.2
3/3/2021	Read over stipulation and proposed order and Email with AW	0.2
3/3/2021	Email with Devin about no call tomorrow	0.1
3/12/2021	Updating deadlines	0.1
4/1/2021	Email with Devin about talking on phone Monday	0.1
4/5/2021	Email with defense counsel and MA about stip to continue	0.2
4/5/2021	Read DR email about filing stip	0.1
4/5/2021	Phone call with case update for Francisco Schiller	0.2

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4/5/2021	Updating deadlines	0.1
4/5/2021	Updating deadlines	0.1
4/7/2021	Read order granting motion to remand	0.3
4/7/2021	Discuss remand with ICK	0.1
4/7/2021	Discuss remand with MDS	0.1
4/8/2021	Read remand order case	0.2
4/26/2021	Creating discovery	1.6
4/27/2021	Send AW and MA discovery to send out, after Proofread	0.4
4/27/2021	Read email with discovery sent to defense	0.2
5/11/2021	Research successive removal	0.2
5/18/2021	Updating deadlines	0.1
5/18/2021	Updating deadlines	0.1
5/25/2021	Call Amber about statement	0.1
5/25/2021	Email Devin about joint statement	0.1
5/25/2021	Call Amber about statement	0.1
5/25/2021	Email Devin about joint statement	0.1
5/26/2021	Email Devin jt stmts for review	0.1
5/26/2021	Draft plaintiff's part of joint statement	0.9
5/26/2021	Draft plaintiff's part of joint statement	0.4
5/28/2021	Email with Devin about CMC statements	0.2
5/28/2021	Call with AW about Ashley Dist discovery to Plaintiff	0.1
5/28/2021	Email with defense about Ashley Dist discovery to Plaintiff	0.1
5/28/2021	Discuss second removal with ICK	0.2
5/28/2021	Research removal for a second time based on discovery responses	1
6/1/2021	Read email with SROGs	0.1
6/1/2021	Email Devin back	0.1
6/3/2021	Discuss subsequent removal with ICK	0.1
6/7/2021	Check CMC information	0.1
6/7/2021	Read joint statement before CMC	0.1
6/7/2021	Email all rundown of CMC	0.1
6/7/2021	Discuss second removal with ICK	0.1
6/7/2021	Discuss answering discovery with Plaintiff	0.5
6/7/2021	Waiting for and Attend CMC	1.2
6/8/2021	Noting upcoming deadlines	0.1
6/8/2021	Noting upcoming deadlines	0.1
6/14/2021	Call with Devin about Belaire West notice	0.1
6/17/2021	Creating Belaire West Notice	0.3
6/17/2021	Email Devin Belaire-West Notice to redline	0.2
6/17/2021	Email self SROG and contact info for tomorrow	0.1
6/21/2021	Email Devin to ask for one week extension	0.1
6/21/2021	Draft responses to SROGS; Call Plaintiff	1
6/22/2021	Email with Devin about defense discovery responses	0.1

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6/22/2021	Attorney Meeting	0.1
6/23/2021	Email with AW about Ashley Dist discovery deadline of 7/2-- send to AW by 3:30 p.m.	0.1
6/23/2021	Going over calendar with AW for next few weeks	0.1
6/28/2021	Read responses; note to ask AW about Belaire West process	0.2
6/28/2021	Email Devin Belaire-West Notice to redline	0.1
6/28/2021	Email with Devin--MTC deadline extended	0.1
7/2/2021	Email with Devin about call today	0.1
7/2/2021	Review case status	0.1
7/2/2021	Phone call with Devin	0.2
7/2/2021	Review case status	0.1
7/2/2021	Phone call with Devin	0.2
7/6/2021	Refining discovery answers and adding objections	2.7
7/6/2021	Phone call with Plaintiff refining discovery answers	0.2
7/6/2021	Send discovery responses and objections to AW to finalize and send to defense	0.1
7/7/2021	Assessing stipulation to allow amending affirmative defenses	0.1
7/7/2021	Talking with Sam about stipulation issue--Research tonight	0.2
7/8/2021	Outlining to-dos	0.1
8/6/2021	Research success in adding affirmative defense	0.4
8/6/2021	Email Devin about affirmative defense and MTC	0.2
8/11/2021	Email with defense about MTC deadlines and call Monday	0.1
8/11/2021	Going over calendar with AW	0.1
8/19/2021	Downloading and setting up RingCentral	0.3
8/19/2021	Summarizing call and all outstanding issues to CKS	0.3
8/19/2021	Discuss strategy with ICK for discovery	0.3
8/19/2021	Discuss strategy with MDS for discovery	0.2
8/19/2021	Notetaking for call with defense counsel	0.2
8/19/2021	Phone call with defense counsel about discovery	0.4
8/23/2021	Email defense about discovery needs	0.6
8/24/2021	Email with AW about MTC deadline	0.1
8/24/2021	Phone calls with AW about production	0.2
8/24/2021	Email with defense counsel with everything needed for production and lay of the land; going through each request	1
8/24/2021	Setting up discovery and Send to AW to send to defense	0.3
8/24/2021	Phone call with MA about SOL	0.1
8/24/2021	Email with Devin about production of documents for Ashley Dist (Class)	0.1
9/1/2021	Planning for cmc statement and cmc	0.1
9/1/2021	Email with Devin about Belaire West and preliminary figures	0.1
9/1/2021	Planning for cmc statement and cmc	0.1
9/1/2021	Email Devin about reSend Belaire West notice	0.2
9/2/2021	Review stipulations	0.1

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9/2/2021	Email AW about getting stipulations signed	0.1
9/2/2021	Email with Devin about stipulation	0.1
9/7/2021	Phone call update with Plaintiff	0.1
9/9/2021	Calendar review with AW	0.1
9/13/2021	Read update on defense production	0.1
9/20/2021	Read deadlines added to calendar	0.1
9/20/2021	Email Devin re: driver info	0.1
9/22/2021	Calendar review with AW	0.1
9/22/2021	Update MDS on case status	0.1
9/22/2021	Update MDS on case status	0.1
9/22/2021	Calendar review with AW	0.1
9/23/2021	Call with defense	0.2
9/23/2021	Read Devin email re: driver info	0.1
9/23/2021	Email Devin re: discovery	0.1
9/23/2021	Research exemptions from OT and meal and rest breaks	0.2
9/23/2021	Discuss discovery issues with KDLR and JH	0.1
9/23/2021	Email Devin re: discovery	0.1
9/29/2021	Talk to ICK re: scope of class	0.1
10/10/2021	Read email from defense re: stipulations re: first amended answer	0.1
10/14/2021	Email about discovery with defense	0.1
10/14/2021	Read case law on motor carrier exemption	0.3
10/14/2021	Review calendar with AW	0.1
10/19/2021	Email with defense re: MTC deadlines	0.1
10/27/2021	Discuss viability of class claims with ICK	0.3
10/28/2021	Call and email with AW re: MTC deadlines	0.1
11/2/2021	Email Devin re: motion to compel deadline	0.1
11/9/2021	Confirm new production deadlines with defense	0.1
11/9/2021	Email with Devin re: all deadlines after considering	0.3
11/10/2021	Review upcoming deadlines	0.1
11/11/2021	Review calendar with AW	0.1
11/11/2021	Review calendar with AW	0.1
11/16/2021	Research motor carrier exemption from overtime	0.5
11/17/2021	Email Devin re: discovery and cmc stmt	0.2
11/17/2021	Phone call with Devin re: limiting discovery	0.1
11/17/2021	Email Devin re: cmc stmt	0.2
11/22/2021	Discuss proposing mediation with ICK	0.2
11/22/2021	Email Devin re: call Wednesday	0.1
11/22/2021	Research exemption laws on OT and meal and rest	0.3
11/22/2021	Review and edit CMC statement	0.3
11/22/2021	Email Devin re: move call to next week	0.1
11/22/2021	Email Devin CMC statement	0.1
11/22/2021	Email Devin re: move call to next week	0.1

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11/22/2021	Discuss proposing mediation with ICK	0.2
11/22/2021	Review and edit CMC statement	0.2
11/22/2021	Email Devin CMC statement	0.1
11/24/2021	Create plan for call with defense re: limiting case and discovery	0.8
11/24/2021	Call with defense counsel re: potential mediation	0.4
12/1/2021	Update client on status of case	0.3
12/1/2021	Review calendar with AW	0.1
12/1/2021	Review calendar with AW	0.1
12/2/2021	Update deadlines	0.1
12/7/2021	Email with and call defense counsel before CMC	0.1
12/7/2021	Email with Devin re: mediation issues	0.3
12/7/2021	Prepare for CMC	0.2
12/7/2021	Attend CMC	0.7
12/13/2021	Email with defense re: discovery and mediation	0.1
1/3/2022	Email Devin re: discovery and mediation after reading previous emails	0.2
1/3/2022	Check 4 mediator's availability	0.4
1/3/2022	Email CKS re: mediator availability	0.1
1/3/2022	Email with ICK re: mediators	0.1
1/4/2022	Email firm re: mediator availability	0.1
1/5/2022	Email with mediator assistant re: Todd Smith July 6 mediation	0.2
1/5/2022	Email with defense re: mediation	0.2
1/5/2022	Calendar review with AW	0.1
1/7/2022	Lock down mediator	0.1
1/18/2022	Send MDS notes on case and recs for appearance of other attorney while I'm on leave	0.1
2/1/2022	Attorney meeting	0.1
2/1/2022	Create case summary	0.3
4/5/2022	Read emails	0.1
4/12/2022	Outline tasks through May 2022	0.1
4/29/2022	Send email re: mediation to ICK and MDS	0.1
5/23/2022	Review mediation information	0.1
5/23/2022	Review past emails including class info	0.1
5/23/2022	Email defense re: call and data and doc request	0.1
5/24/2022	Attorney Meeting	0.1
5/24/2022	Email with Bridgette re: mediation	0.2
5/24/2022	Review any agreements with Gonzalez counsel	0.3
5/24/2022	Call ICK re: Gonzalez counsel	0.1
5/24/2022	Call with ICK re: Gonzalez counsel	0.1
5/26/2022	Review discovery responses from Defendant	0.2
5/26/2022	Review status of law as to truck drivers	0.2
5/26/2022	Review list of truck driver types in class	0.1
5/26/2022	Review past emails from Defendant	0.4

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5/26/2022	Calls with ICK re: mediation	0.2
5/26/2022	Review calendar for availability	0.1
5/26/2022	Email defense re: call Tuesday	0.1
5/26/2022	Read and take notes of Atchison preliminary and final approval rulings	1
5/31/2022	Email defense re: setting up another call	0.1
5/31/2022	Brainstorm data and doc request	0.2
5/31/2022	Draft data and doc request	0.9
5/31/2022	Send data and doc request to defense	0.1
5/31/2022	Update deadlines for next 3 months and take strategy notes	0.2
6/1/2022	Email defense re: call Friday	0.1
6/1/2022	Review initial demand sent	0.1
6/1/2022	Review Plaintiff intake info	0.1
6/1/2022	Review complaint	0.3
6/3/2022	Read complaint twice	0.4
6/3/2022	Review docs already produced	0.5
6/3/2022	Review data and doc request to Defendant	0.2
6/3/2022	Call re: mediation document request	0.3
6/3/2022	Email recap of call	0.1
6/14/2022	Email defense re: data and doc request	0.3
6/17/2022	Email with defense re: call	0.1
6/17/2022	Update deadlines	0.1
6/22/2022	Review deadlines with AW	0.1
6/29/2022	Email Evan re: missed call	0.1
7/13/2022	Email Evan re: data and docs	0.1
7/15/2022	Email defense re: data	0.1
7/15/2022	Email Plaintiff re: mediation	0.1
7/19/2022	Email with client re: update	0.1
7/20/2022	Update calendar	0.1
7/25/2022	Download and review docs produced by defense counsel	0.5
7/25/2022	Email mediator's assistant re: mediation	0.1
7/26/2022	Email with AW and Brenda re: doc summary	0.1
7/26/2022	Review mediation doc summary	0.1
7/28/2022	Review docs produced	0.2
7/29/2022	Research related cases	0.3
7/29/2022	Email with MDS re: related cases	0.1
7/29/2022	Review prior settlement information	0.2
7/29/2022	Research plaintiff enhancements	0.2
7/29/2022	Call with plaintiff re: mediation	0.3
7/29/2022	Email team re: plaintiff	0.1
7/29/2022	Draft mediation brief	0.6
7/29/2022	Review documents produced	0.2
8/2/2022	Call with ICK re: next steps	0.2

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San Bernardino Superior Court Lead Case No. CIVDS2013264
Attorney Time – Rosemary C. Khoury

8/2/2022	Review docs produced	1.7
8/2/2022	Review docs produced	0.6
8/2/2022	Review emails re: data and docs	0.1
8/2/2022	Email defense re: time and pay records	0.1
8/2/2022	Draft mediation brief	0.2
8/3/2022	Email with defense re: mediation and call	0.1
8/3/2022	Email consultants re: case	0.5
8/8/2022	Email consultants re: data	0.1
8/9/2022	Email defense re: records	0.1
8/9/2022	Attorney meeting	0.4
8/9/2022	Review documents produced	0.3
8/9/2022	Review calendar with AW	0.1
8/9/2022	Email defense re: records	0.1
8/9/2022	Email defense re: documents	0.1
8/9/2022	Email Evan re: questions re: records	0.3
8/9/2022	Email with consultant re: mediation analyses	0.7
8/9/2022	Email with consultant re: analyses	0.3
8/9/2022	Update calendar	0.1
8/10/2022	Email with Bennett re: model	0.2
8/10/2022	Email with defense re: codes	0.1
8/10/2022	Call with ICK re: mediation	0.2
8/10/2022	Review regular rate example from consultant	0.1
8/10/2022	Email with consultant re: call	0.1
8/10/2022	Call with consultant	0.6
8/10/2022	Email Evan re: questions	0.4
8/11/2022	Email with defendant re: explanations	0.1
8/11/2022	Email with Bennett re: model	0.2
8/11/2022	Review code explanations	0.2
8/11/2022	Email defense re: codes	0.1
8/11/2022	Search for code info in records provided	0.5
8/11/2022	Email consultant re: codes	0.2
8/12/2022	Read Atchison preliminary approval order	0.6
8/12/2022	Research 1174.5 case law	0.1
8/12/2022	Research reasonable cell phone expenses	0.2
8/12/2022	Review notes from plaintiff	0.3
8/12/2022	Review MDS mediation brief	0.1
8/12/2022	Email with defense re: codes and screenings	0.1
8/12/2022	Call with Plaintiff re: facts	0.2
8/12/2022	Review other damages models	0.2
8/12/2022	Email consultant re: all calculations needed	0.4
8/12/2022	Update notes on Plaintiff experience	0.2
8/14/2022	Draft mediation brief	0.3
8/15/2022	Draft mediation brief	1.7

Schiller v. Ashley Distribution Services, Ltd.
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Attorney Time – Rosemary C. Khoury

8/15/2022	Email Bennett re: models	0.1
8/15/2022	Research for mediation	0.5
8/16/2022	Draft mediation brief	2.1
8/16/2022	Work on brief	4
8/16/2022	Email brief to all	0.1
8/16/2022	Create exhibits	0.3
8/16/2022	Email exhibits	0.1
8/16/2022	Email co-counsel re: mediation issues	0.3
8/16/2022	Review damages model	0.1
8/16/2022	Call with ICK re: mediation	0.1
8/16/2022	Email consultant re: question	0.1
8/17/2022	Phone call re: damages	0.1
8/17/2022	Calculate damages and prep with emails	0.8
8/17/2022	Mediation	6
8/18/2022	Call with Plaintiff re: outcome of mediation	0.1
8/18/2022	Email AW re: stip to continue	0.1
8/18/2022	Review and approve stipulation to continue CMC	0.1
9/26/2022	Email with defense re: MOU	0.2
9/27/2022	Update calendar	0.1
10/3/2022	Email Lonnie re: MOU	0.1
10/14/2022	Review MOU	0.2
10/14/2022	Email with Evan re: allocation	0.1
10/15/2022	Finalize MOU	0.3
10/15/2022	Update calendar	0.2
10/19/2022	Finalize MOU	0.2
10/19/2022	Send MOU to me and Plaintiff for signature	0.1
10/19/2022	Review prior emails with defense	0.1
10/20/2022	Call client re: MOU	0.1
10/20/2022	Update calendar with AW	0.1
10/21/2022	Email defense signed MOU	0.1
10/24/2022	Review notice of settlement	0.1
10/24/2022	Send notice and PO to defense counsel	0.1
10/24/2022	Email with defense re: MOU and stip	0.1
10/31/2022	Email defense re: client signature	0.1
11/1/2022	Update deadlines	0.2
11/8/2022	Email defense re: MOU signature	0.1
11/29/2022	Update deadlines	0.2
12/5/2022	Draft settlement agreement	1.7
12/13/2022	Email with plaintiff re: general release	0.2
12/15/2022	Draft long form settlement	0.5
12/15/2022	Review calendar with AW	0.1
12/15/2022	Email team re: settlement bids	0.2
12/19/2022	Review stips to continue	0.1

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Attorney Time – Rosemary C. Khoury

12/19/2022	Draft long form settlement	2.4
12/19/2022	Draft settlement notice	0.8
12/19/2022	Review emails re: settlement admin	0.1
12/19/2022	Email with AW re: stips to continue	0.1
12/20/2022	Email AW re: notice	0.1
12/20/2022	Email defense agreement and bids for review	0.1
12/20/2022	Finalize settlement agreement	0.3
12/21/2022	Review draft notice	0.1
12/21/2022	Email draft notice to defense	0.1
12/22/2022	Update deadlines	0.1
1/3/2023	Review calendar	0.1
1/3/2023	Create docs for preliminary approval	0.3
1/3/2023	Email defense re: settlement docs	0.1
1/4/2023	Prepare questions for team	0.1
1/4/2023	Attorney meeting	0.1
1/4/2023	Draft NOM	0.3
1/4/2023	Draft Pas	1
1/5/2023	Draft PAs	0.4
1/5/2023	Draft PAs	0.1
1/5/2023	Update calendar	0.1
1/6/2023	Discuss MPA with ICK	0.1
1/9/2023	Email case update to Plaintiff	0.1
1/12/2023	Draft PAs	0.3
1/23/2023	Email defense re: settlement	0.1
2/9/2023	Email with defense re: settlement agreement	0.2
2/13/2023	Call with plaintiff re: certified mail	0.1
2/13/2023	Update calendar	0.1
2/15/2023	Left voicemail for EK re: settlement agreement	0.1
2/16/2023	Email with defense re: settlement agreement	0.1
2/23/2023	Email with AW re: continuing CMCs	0.1
2/27/2023	Review stip and PO	0.1
2/27/2023	Email with AW re: stip and PO	0.1
2/28/2023	Review email re: CMC	0.1
3/2/2023	Review case assignment details	0.1
3/6/2023	Review defense redline of settlement agreement	0.4
3/6/2023	Email defense re: agreement	0.1
3/6/2023	Email team re: signatures	0.1
3/6/2023	Update calendar	0.1
3/6/2023	Research local rules	0.2
3/7/2023	Update calendar	0.2
3/22/2023	Email with defense re: settlement agreement	0.1
3/22/2023	Research local rules	0.2
3/22/2023	Update calendar	0.2

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Case No. CIVDS2014776
San Bernardino Superior Court Lead Case No. CIVDS2013264
Attorney Time – Rosemary C. Khoury

3/27/2023	Call with plaintiff re: case status	0.1
3/28/2023	Email with Plaintiff re: case timeline	0.3
4/24/2023	Update calendar	0.2
4/26/2023	Review and finalize stmt	0.2
4/26/2023	Email with AW re: stmt	0.1
5/2/2023	Email with AW re: MPA	0.1
5/4/2023	Review emails re: CMC	0.1
5/9/2023	Update calendar	0.1
5/11/2023	Review and approve quarterly update letter	0.1
5/18/2023	Discuss PAs with AW	0.1
6/3/2023	Update calendar	0.2
6/7/2023	Review and approve CMC statement	0.2
6/12/2023	Update calendar	0.1
6/14/2023	Update calendar	0.2
6/20/2023	Email with AW re: MPA	0.2
6/20/2023	Email with AW re: MPA	0.1
6/21/2023	Update calendar	0.1
6/22/2023	Edit Plaintiff dec	0.2
6/22/2023	Drafts PAs	0.4
6/22/2023	Review case assignment info	0.1
6/27/2023	Draft PAs	0.5
6/28/2023	Discuss case with ICK	0.2
6/28/2023	Draft PAs	2.4
7/5/2023	Settlement processing planning	0.1
7/6/2023	Draft Kullar	0.2
7/10/2023	Update deadlines and strategize	0.1
7/26/2023	Email with team re: plaintiff dec	0.2
7/26/2023	Email defense re: stip and PO	0.2
7/26/2023	Draft Plaintiff dec	1.3
7/26/2023	Email Sahag re: dec	0.1
7/26/2023	Draft stip and PO	0.5
8/3/2023	Call with Jean re: dec	0.2
8/3/2023	Email Jean re: dec	0.1
8/3/2023	Update Sahag dec	0.3
8/3/2023	Email team re: Sahag dec	0.1
8/7/2023	Draft PAs	0.3
8/7/2023	Email with Bennett re: info	0.1
8/7/2023	Call Bennett re: issues	0.2
8/8/2023	Draft PAs and Singer dec	0.8
8/9/2023	Draft PAs	2
8/10/2023	Draft PAs	3.6
8/10/2023	Proofread PAs	0.3
8/10/2023	Send all materials to defense for review	0.1

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Attorney Time – Rosemary C. Khoury

8/11/2023	Email with defense re: PA issues	0.3
8/14/2023	Amend NOM	0.1
8/14/2023	Amend PAs	2.3
8/14/2023	Amend Singer Dec	0.3
8/14/2023	Re-number exhibits	0.2
8/14/2023	Email with defense re: PA materials	0.2
8/15/2023	Email with defense re: PAs	0.1
8/23/2023	Email with defense re: MPA	0.1
8/24/2023	Email with Lonnie	0.2
9/11/2023	Email with team re: MPA and review	0.2
9/11/2023	Email with AW re: PAs	0.1
9/13/2023	Call with AW re: motion	0.1
9/13/2023	Check calendar and update	0.2
9/14/2023	Review and approve stip and email with MA	0.3
10/30/2023	Update calendar	0.1
11/20/2023	Discuss prelim with AW	0.1
11/20/2023	Review email re: prelim	0.1
11/21/2023	Update calendar and tasks	0.1
11/27/2023	Update calendar and tasks	0.1
11/28/2023	Call with AW	0.1
11/28/2023	Review SA and email with Plaintiff	0.2
12/20/2023	Review and approve timeline	0.2
1/2/2024	Review emails	0.1
1/2/2024	Review emails	0.1
2/6/2024	Call with MA re: admin	0.1
2/6/2024	Review and approve all items for admin	0.5
2/6/2024	Update tasks and calendar	0.1
2/7/2024	Review emails	0.1
3/4/2024	Review emails re: final approval	0.1
3/4/2024	Calls AW re: final approval	0.1
3/4/2024	Review emails re: final approval	0.1
3/4/2024	Calls AW re: final approval	0.1
3/6/2024	Review and approve case timeline	0.2
3/6/2024	Review, edit, and approve class notice	0.4
3/6/2024	Email with team re: dates	0.1
3/8/2024	Review and approve stip and PO	0.2
3/14/2024	Left voicemail for client	0.1
4/8/2024	Update calendar	0.2
4/12/2024	Review MDS case status list	0.1
4/16/2024	Clean up time records	0.1
4/17/2024	Gather and clean up time records for FA	0.4
4/19/2024	Review final approval deadlines	0.1
4/19/2024	Email with team re: final approval templates	0.1

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Attorney Time – Rosemary C. Khoury

4/22/2024	Review and edit Singer dec	0.2
4/22/2024	Create CPT Dec template and send with instructions to CPT to complete	0.2
4/22/2024	Set up Majarian dec and highlight portions to amend	0.3
4/22/2024	Email Majarian re: declaration	0.1
4/23/2024	Edit and approve admin dec	0.3
4/23/2023	Email with admin re: dec	0.1
4/23/2024	Email BV re: costs update	0.1
4/23/2024	Review and edit NOM	0.3
4/23/2024	Organize final approval documents	0.1
4/25/2024	Review Sahag dec and approve	0.2
4/25/2024	Email with team re: Sahag costs and exhibit issues	0.1
4/28/2024	Draft and finalize NOM	0.4
4/28/2024	Draft and finalize PAs	0.6
4/29/2024	Draft and finalize PAs and email with MA re: finalizing	2.5
	Total	225.1

EXHIBIT 4

Litigation Cost

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Lead Case No. CIVDS2013264

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
4/9/2020	LWDA	PAGA Fee Notice	\$75.00
6/15/2020	Express Network	Complaint/Complex Fee	\$1,638.50
7/24/2020	SB-Court	Complaint	\$20.50
8/27/2020	Express Network	POS of Summons	\$55.00
9/23/2020	Courtcall	10/2/20 RK	\$94.00
10/2/2020	Express Network	Joint CMC Statement	\$55.00
10/8/2020	Express Network	Notice of Appearance	\$55.00
10/15/2020	SB-Court	Complaint Copy	\$15.00
11/30/2020	Express Network	Joint CMC Statement	\$55.00
5/28/2021	Express Network	Joint CMC Statement	\$55.00
11/24/2021	Express Network	Joint CMC Statement	\$75.00
2/11/2022	Express Network	Notice of Rescheduled CMC	\$65.00
3/10/2022	Express Network	Stipulation to Continue	\$80.00
3/17/2022	Express Network	Notice of Entry of Order	\$55.00
5/5/2022	Todd Smith	Mediation Fee 8/17/22	\$4,500.00
8/18/2022	Express Network	Stipulation to Continue	\$80.00
8/29/2022	Express Network	Notice of Entry of Order	\$55.00
1/9/2023	Express Network	Notice of Entry of Order	\$55.00
2/28/2023	Express Network	Stipulation to Continue	\$80.00
3/7/2023	Express Network	Notice of Entry of Order	\$99.00
4/27/2023	Express Network	Stipulation and Proposed Order	\$124.00
5/10/2023	Express Network	Notice of Entry of Order	\$99.00
6/12/2023	Express Network	Stipulation to Continue	\$124.00
6/16/2023	Express Network	Notice of Entry of Order	\$99.00
7/28/2023	Express Network	Stipulation and Order	\$125.50
8/4/2023	Express Network	Notice of Entry of Order	\$95.00
9/13/2023	Express Network	Preliminary Approval Motion	\$309.50
9/13/2023	Express Network	Stipulation for increased briefing	\$120.00
9/14/2023	Express Network	Stipulation, Order, POS	\$121.50
9/26/2023	Express Network	Notice of Entry of Order	\$95.00
	In House	Postage	\$34.51
	In House	Photocopies (434@.06)	\$26.04
	s/t		\$8,635.05
11/28/2022	Law Offices of S. Majarian	Cost Contribution	-\$3,076.75
	Total:		\$5,558.30

Litigation Cost

Schiller v. Ashley Distribution Services, Ltd.
San Bernardino Superior Court Case No. CIVDS2014776

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
7/23/2020	Express Network	Complaint/Complex Fee	\$1,633.50
8/26/2020	Express Network	SOP: Ashley Distribution Svcs	\$275.00
9/16/2020	Express Network	Notice of Cont. CMC	\$55.00
11/30/2020	Express Network	Joint CMC	\$220.00
12/7/2020	Courtcall	12/4/20 CMC RK	\$94.00
11/24/2021	Express Network	Joint CMC	\$55.00
12/8/2021	Courtcall	12/7/21 CMC RK	\$94.00
2/11/2022	Express Network	Notice re: CMC	\$65.00
5/5/2022	Todd Smith	Mediation Fee 8/17/22	\$4,500.00
8/31/2022	Consultant	Statistician	\$4,437.50
10/24/2022	Express Network	Joint Notice of Settlement	\$100.00
12/19/2022	Express Network	Stipulation to Continue	\$80.00
	In House	Postage	\$10.99
	In House	Photocopies (57@.06)	\$3.42
	s/t		\$11,623.41
11/28/2022	Law Offices of S. Majarian	Cost Contribution	-\$5,285.50
	Total:		\$6,337.91

EXHIBIT 5

LAFFEY MATRIX

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[Case Law](#)
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[Contact us](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT 6