

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

ISHAN BASU-KESSELMAN and TAI
TRAN, on behalf of the State of California,
as private attorneys general,

Plaintiffs,

vs.

GARUDA LABS, INC. d/b/a
INSTAWORK; ADVANTAGE
WORKFORCE SERVICES, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **CGC-20-586542**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Date: November 30, 2023
Time: 9:30 a.m.
Judge: Hon. Richard B. Ulmer
Dept.: 302

Complaint Filed: July 9, 2020
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhowmik De Blouw
3 LLP, attorneys for Plaintiffs Tai Tran and Ishan Basu-Kesselman (“Plaintiffs”). As such, I am
4 fully familiar with the facts, pleadings and history of this matter. I am submitting this
5 declaration in support of the Plaintiffs’ Motion to Approve PAGA Settlement in this matter.
6 The following facts are within my own personal knowledge, and if called as a witness, I could
7 and would testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed Private Attorneys General Act
9 Settlement Agreement (“Settlement Agreement” or “Agreement”) with Defendants Garuda
10 Labs, Inc. dba Instawork (“Instawork”) and Advantage Workforce Services, LLC
11 (“Defendants”) is submitted with this motion.

12
13 3. Procedural History –

14 (a) On or about May 7, 2020, PAGA Counsel on behalf of Plaintiff Basu-
15 Kesselman sent correspondence to the LWDA alleging that Instawork violated California
16 Labor Code sections 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 226.8, 351, 510, 512, 558,
17 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
18 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) and
19 applicable Industrial Welfare Commission Wage Order(s) and California Business &
20 Professions Code § 17200 et seq.

21 (b) On September 3, 2020, Plaintiff Basu-Kesselman filed a Representative Action
22 Complaint in the *Basu-Kesselman* PAGA Action, alleging a single cause of action against Instawork
23 for recovery of civil penalties under the PAGA for violation of Labor Code sections 201, 202, 203,
24 204 et seq., 210, 221, 226(a), 226.7, 226.8, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802,
25 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
26 Regulations, Title 8, Section 11090, and applicable Wage Orders, premised on claims including the
27 following: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to

1 record and pay all wages for actual amount of time worked; (4) failure to properly record and provide
2 legally required meal periods; (5) failure to properly record and provide legally required rest periods;
3 (6) failure to provide accurate itemized wage statements; (7) failure to timely pay all wages due to
4 terminated/separated employees; (8) failure to reimburse all required business expenses; and (9)
5 willfully misclassified Plaintiff and other workers as independent contractors.

6 (b) Plaintiffs and Defendants agreed to mediate with Tripper Ortman. Prior
7 to the mediation, the Parties conducted significant investigation and discovery of the facts and
8 law. Defendant produced hundreds of documents relating to its policies, practices, and
9 procedures regarding payment for hours worked, overtime, meal and rest period policies,
10 payroll and operations policies, and more. Plaintiffs were provided with sufficient records and
11 data to determine the number of Aggrieved Employees and the number of pay periods in the
12 PAGA Period. The Parties agree that the above-described investigation and evaluation, as
13 well as the information exchanged during the settlement negotiations, are more than sufficient
14 to assess the merits of the Parties' positions and to compromise the issues on a fair and
15 equitable basis.

16 (c) On January 19, 2023, the Parties engaged in all-day mediation sessions
17 before Mediator Ortman, a respected and experienced mediator knowledgeable of both the
18 wage and hour laws and representative claims at issue in this action. Through arms-length
19 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the
20 PAGA claims in this action which led to the signing of a Memorandum of Understanding
21 memorializing the settlement. The settlement was negotiated in light of all known facts and
22 circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs
23 not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in
24 a manageable trial, the merits of Defendants' potential defenses, and the significant delay and
25 potential appellate issues inherent to litigation – and was reached after extensive arm's length
26 negotiations, with the assistance of Mediator Ortman.

1 4. The claim before this Court is solely the representative claim under
2 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The
3 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm's
4 length mediation session. The PAGA settlement is subject to Court approval consistent with
5 Labor Code §2699(1)(2). (Agreement at ¶ III(5)). The Agreement negotiated by the Parties
6 provides for a "Gross PAGA Settlement Amount" payment in the amount of \$3,550,000 to
7 resolve the Released PAGA Claims (hereinafter referred to as the "PAGA Settlement"). From
8 this PAGA Settlement of \$3,550,000, there is a deduction of attorneys' fees in the amount of
9 \$1,183,333.33 (which is one-third of the PAGA Settlement), reimbursement of incurred costs
10 in an amount not to exceed \$61,000, Administration Costs ("Administration Expenses
11 Payment") not to exceed \$80,000, and Plaintiffs' Enhancement Awards in the amount of
12 \$10,000 each in exchange for a general release of their claims. (Agreement at ¶¶ III(7)-(9)).

13 5. As experienced counsel, we believe that the PAGA Settlement is fair and
14 reasonable and therefore should be approved in light of Defendants' potential defenses to the
15 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
16 Settlement Amount of \$3,550,000 is significantly more than other PAGA settlements and
17 constitutes approximately \$12 per pay period. This PAGA Settlement amount compares
18 favorably to the estimated amount of PAGA penalties. With the assistance of an expert,
19 Plaintiffs calculated the maximum amount of statutory PAGA civil penalties. Importantly,
20 however, these calculations were performed at the maximum statutory rate for the penalties,
21 when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor
22 Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil
23 penalty if based on the facts and circumstances to do otherwise would result in an award that
24 is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal.
25 App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided
26 for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded
27 could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the
28

1 PAGA claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the
2 potential recovery of civil penalties could potentially be only \$1,435,690, which is far less than
3 this settlement provides.

4 7. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a
5 violation for each period the employee worked. Defendants maintain that Plaintiffs and the
6 Aggrieved Employees were properly classified as independent contractors, and that they did
7 not violate the Labor Code. Accordingly, Defendants dispute and deny Plaintiffs' allegations
8 and claims asserted in both the PAGA Notices and the Operative Complaint, which are
9 resolved by the Agreement. Defendants asserted additional defenses to the PAGA claim, not
10 only as to liability but also as to the amount of the penalties. Defendants could argue that no
11 penalties prior to the PAGA notification should be awarded because the violations were not
12 intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
13 claims and the potential that some or all of the PAGA penalties sought may not be awarded.
14 Given Defendants' potential defenses to the violations at issue, the risks and costs of continued
15 litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and
16 reasonable. Defendants have similarly concluded that it is desirable that the action is settled
17 in the manner and upon the terms and conditions set forth in the Agreement in order to avoid
18 further expense, inconvenience and distraction of further legal proceedings, as well as the
19 uncertainty of litigation. Defendants have determined that it is desirable and beneficial to put
20 to rest the claims in this action and Defendants agrees that the PAGA Settlement is fair,
21 reasonable, and adequate. PAGA Counsel have significant experience litigating wage and
22 hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to
23 or greater than similar settlements that courts have approved. The PAGA Settlement, along
24 with the other terms of the proposed settlement, were negotiated by experienced counsel at
25 arm's length with the assistance of a private mediator, Tripper Ortman. The LWDA is being
26 served with notice of this motion and the PAGA settlement. The decision of the LWDA to
27 accept the PAGA Settlement and not oppose the motion should be given considerable weight.

1 This is not a situation where the Court needs to be concerned about the rights of absent
2 employees as in a class settlement, as this PAGA-only settlement does not release the
3 individual claims of absent employees other than PAGA claims, and the LWDA is a
4 sophisticated government entity that is more than able to look out for its own rights.

5 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
6 the amount of \$1,183,333.33 representing one-third of the \$3,550,000 Gross PAGA Settlement
7 Amount. The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is
8 supported by several factors. First, the requested fees are justified by the result achieved.
9 PAGA Counsel negotiated a recovery of \$3,550,000.00, and this result justifies the requested
10 fees equal to one third of this recovery. This percentage is within the standard contingent
11 recovery percentage of one-third, and this percentage is what was expressly approved by the
12 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee
13 award is justified by the work performed and contributions to the case. Third, the
14 consideration of the enhancement factors justify the enhancement of the lodestar. Courts
15 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
16 quality of work, and the novelty and difficulty of the issues involved. As detailed in the
17 accompanying billing statements, true and correct copies of which are attached hereto as
18 Exhibits #1 and 2, the current lodestar for my firm in this matter as of August 21, 2023 is
19 \$260,507.50 for more than 334 hours of work prosecuting the claims being resolved by this
20 Settlement.¹ This time does not include time incurred after the billing was finalized and the
21 time spent managing the completion of the settlement, which I estimate will add \$10,000 to
22 \$20,000 in additional lodestar.

23 9. The award of litigation expenses is based upon the actual expenses incurred by
24 Plaintiffs and PAGA Counsel. The litigation expenses incurred by my firm in the amount of
25 \$22,425.23 were all reasonably necessary to the litigation and are detailed in Exhibits #1 and

26
27 ¹ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #1 consists of the billing statement from Tussman which covers billing from inception to June
2022, and Exhibit #2 from Clio covers billing from June 2022 to the present.

1 3 attached hereto.²

2
3 Experience and Qualifications

4 10. I have represented hundreds of thousands of employees in hundreds of legal
5 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution
7 of wage and hour class action and PAGA action matters. The attorneys at Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of
9 contested motions for class certification including many consolidated wage and hour matters.

10 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
11 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica*
12 *Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik
13 De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted
14 by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights
15 of the State of California under the California Private Attorney General Act of 2004
16 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where
17 the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on
19 the subject of class actions in the California Court of Appeals resulting in the opinions handed
20 down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal.
21 Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration
22 agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
23 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
24 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate
25 Reversal, and I received an award from the Daily Journal as Top Labor & Employment

26
27 ² Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #1 consists of the expenses incurred from Tussman which covers expenses from inception to
June 2022, and Exhibit #3 from Clio covers expense billing from June 2022 to the present.

1 Attorney 2016.

2 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds
3 of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De
4 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the
5 amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.
6 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,
7 U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of
8 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521);
9 (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise*
10 *Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-
11 00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding*,
12 *Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi)
13 Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*,
14 Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii)
15 Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
16 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No.
17 CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy*
18 *Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639);
19 (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County
20 of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000
21 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.
22 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA*,
23 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)
24 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court
25 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of
26 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,
27 Case No. 20STCV47464); and (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*

1 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110). Based
2 upon our significant experience litigating claims for PAGA penalties, the opinion of
3 experience counsel is that this is an excellent settlement and the PAGA Payment here is greater
4 on a per pay period basis than similar settlements that my firm has previously negotiated and
5 which courts have approved.

6 (c) Then Chief Judge Irma Gonzales in a consolidated class action
7 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
8 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
9 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
10 Examples of other contested actions where class certification was granted Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class
12 actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D.
13 Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx),
14 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-
15 00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon*
16 *Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);
17 *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS
18 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV
19 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage
20 and hour class actions where class certification was obtained and BNBD was appointed lead
21 class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No.
22 CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino
23 Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of*
24 *California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019);
25 *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957
26 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior
27 Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
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1 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County
2 Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco
3 Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*,
4 Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010);
5 *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v.*
6 *CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

7 (d) Over the course of the litigation, a number of attorneys in my firm have
8 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
9 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #4.
10 Some of the major cases our firm has undertaken are also set forth in Exhibit #4. The bulk of
11 the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have
12 had extensive representative and class litigation experience, much of it in the area of consumer
13 class actions, employment class actions, securities litigation, unfair business practices and
14 other complex litigation. The attorneys at my firm have extensive experience in cases
15 involving labor code violations and overtime claims. Class Counsel has litigated similar wage
16 and hour cases against other employers on behalf of employees, including cases against Cigna,
17 HealthNet, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association, Marriott,
18 Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin,
19 Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner,
20 and California State Automobile Association. It is this level of experience which enabled the
21 firm to undertake the instant matter and to successfully combat the resources of the defendants
22 and their capable and experienced counsel. On account of the concerted and dedicated effort
23 this case required in order to properly handle and prosecute, Class Counsel were precluded
24 from taking other cases, and in fact, had to turn away other potential fee generating cases.

25 11. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
26 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750,
27 Paralegals \$250. The rates charged by my firm are in line with the prevailing rates of attorneys

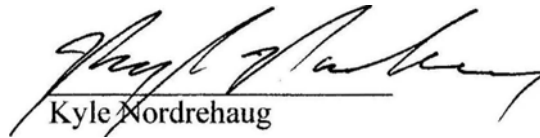
1 in the local legal community for similar work and, if this were a commercial matter, these are
2 the charges that would be made and presented to the client. My firm's hourly rates are based
3 upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true
4 and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates
5 have been approved by Court's throughout California, including the Courts in the Superior
6 Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly
7 found that Class Counsel's "rates generally appear reasonable and 'in line with those
8 prevailing in the [relevant] community'—the Central District of California". Finally, the
9 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates
10 with the rates of comparable counsel practicing complex and class litigation as detailed in the
11 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG.,*
12 *LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
13 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
14 reasonable rates when compared within 21 other firms practicing in the Southern District of
15 California.) This survey is useful to show that Class Counsel's rates are in line with the
16 comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
17 Brown noted above who is defense counsel in cases currently being prosecuted by Class
18 Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel
19 in many cases prosecuted by Class Counsel (one of the most frequent opposing counsel),
20 charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
21 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners
22 and \$755 and \$335 for associates. Thus, the rates charged by my firm for comparable work
23 are less than these examples and are therefore undoubtedly reasonable.

24 12. LWDA - The LWDA Notices sent to the LWDA by Plaintiff Ishan Basu-
25 Kesselman are attached hereto as Exhibit #6. In addition, the LWDA is being served with this
26 motion and the Settlement Agreement.

27 13. Conflicts – Neither Plaintiff Ishan Basu-Kesselman nor my firm have any
28

1 relationship with the Administrator, nor any actual or potential conflicts of interest with
2 Aggrieved Employees or the LWDA.

3
4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. Executed this 23rd day of August, 2023, at San Diego,
6 California.

7
8 
9 Kyle Nordrehaug

BLUMENTHAL NORDREHAUG
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2255 CALLE CLARA
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(858) 551-1223

AUGUST 21, 2023

ISHAN BASU-KESSELMAN

RE: GAURDA LABS DBA INSTAWORK
FILE NUMBER: CA2135.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/16/20	ND	REVIEW AND ANALYZE INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURTS. ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CA. CALL WITH PLAINTIFF TO DISCUSS.	3.20	850	2,720.00
04/17/20	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. CONFERENCE WITH CLIENT TO DISCUSS. LEGAL RESEARCH REGARDING CAL. LAB. CODE 2802 CLAIMS.	4.50	850	3,825.00
04/18/20	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING ENFORCEABILITY AND PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY.	3.50	850	2,975.00
04/22/20	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND ANALYZE FACTS AND LAW.	4.40	850	3,740.00
04/25/20	ND	REVIEW EMAILS AND DOCS FROM CLIENT REGARDING WRONGFUL TERMINATION CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CALL WITH PLAINTIFF TO DISCUSS.	3.30	850	2,805.00
05/01/20	JH	REVIEW AND REVISE COMPLAINT	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCUSS WITH JHOM			
05/01/20	ND	DRAFT COMPLAINT. ADD WRONGFUL TERMINATION CLAIMS AND FACTS. SEND TO CLIENT FOR APPROVAL TO FILE.	5.20	850	4,420.00
05/07/20	JH	REVIEW PAGA NOTICE; DISCUSS WITH JHOM	0.40	750	300.00
05/07/20	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT PAGA NOTICE. UPLOAD TO LWDA.	1.90	850	1,615.00
05/08/20	ND	ANALYZE PAY STUBS AND DOCUMENTS. DRAFT INTERNAL CASE NOTES MEMO DETAILING CLAIMS AND FACTS.	2.00	850	1,700.00
06/24/20	RE	REVIEW AND ANALYZE EMPLOYMENT FILE DOCUMENTS	3.50	675	2,362.50
06/24/20	RE	REVIEW DAMAGE ANALYSIS	0.75	675	506.25
06/26/20	RE	REVIEW & EDIT COMPLAINT; FINALIZE DRAFT	2.75	675	1,856.25
06/26/20	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
06/26/20	NBB	REVIEW COMPL. ANALYZE, FINAL.	2.00	995	1,990.00
07/16/20	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF CASE MANAGEMENT CONFERENCE	0.50	675	337.50
07/16/20	JH	FURTHER REVIEW AND ANALYZE COMPLAINT AND CLIENT DOCS; DISCUSS CLAIMS WITH RE	1.30	750	975.00
07/16/20 15	KN	REVIEW FILED DOCS AND NOTICE	0.40	950	380.00
07/17/20	RE	PREPARE SERVICE OF PROCESS DOCUMENTS FOR SERVICE; RESEARCH RE REGISTERED AGENT;	0.70	675	472.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SERVE SUMMONS, COMPLAINT ETC. VIA KNOX.			
07/21/20	RE	FILE POS OF SUMMONS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
08/18/20	RE	REVIEW EMAIL FROM COUNSEL RE MOTION TO COMPEL ARBITRATION; REVIEW SF LOCAL RULES RE MEET AND CONFER REQUIREMENT; CONFER WITH TEAM RE RESPONSE; RESPOND TO DEFENSE COUNSEL AND REVIEW ARBITRATION AGREEMENT FORWARDED BY D/C	0.60	675	405.00
08/18/20	RE	REVIEW STATUS OF PLEADINGS; CHECK PAGA EXPIRATION PERIOD; VERIFY LAST DATE TO FILE PAGA CLAIM; UPDATE CHART.	0.40	675	270.00
08/18/20	JH	REVIEW AND ANALYZE ARB AGREEMENT DISCUSS WITH JHOM AND KN	0.60	750	450.00
08/18/20 01	KN	ANALYSIS OF ARBITRATION ISSUES; MEMO TO STAFF; LEGAL RESEARCH	1.60	950	1,520.00
08/19/20	RE	BEGIN DRAFTING PAGA-ONLY COMPLAINT	1.50	675	1,012.50
08/20/20	RE	FINISH DRAFTING PAGA-ONLY COMPLAINT; CONFER W ND AND JHOM RE NEXT STEPS RE DISMISSAL; ARB AND PAGA-ONLY ACTION.	2.50	675	1,687.50
08/20/20	ND	REVIEW AND REVISE PAGA ONLY. DISCUSS WITH R. EHMANN.	1.40	850	1,190.00
08/21/20	RE	CONFER W ND RE PAGA ONLY COMPLAINT; EDIT COMPLAINT AS DISCUSSED; FINALIZE COMPLAINT PACKAGE AND FILE IN S.F. SUP. CT.	1.50	675	1,012.50
08/21/20	NBB	REVIEW COMPLAINT, ANALYZE, FINAL.	2.50	995	2,487.50
08/24/20	RE	DRAFT EX PARTE APPLICATION RE	1.75	675	1,181.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REQUEST FOR DISMISSAL; 3.770 DECLARATION; REQUEST FOR DISMISSAL; FORWARD DRAFT TO DEFENSE COUNSEL			
08/26/20	RE	REVISE EX PARTE APPLICATION RE DISMISSAL OF CLASS ACTION COMPLAINT; REVISE DECLARATION; FINALIZE APPLICATION; FILE AND EMAIL TO DEPT. 302 AS PER LOCAL RULE.	1.75	675	1,181.25
08/28/20	RE	PREP FOR AND ATTEND EX PARTE APPLICATION HEARING RE DISMISSAL OF CLASS ACTION W/O PREJUDICE; MEMO TO FIRM	1.50	675	1,012.50
08/28/20	RE	CHECK DOCKET; PULL AND REVIEW ORDER DISMISSING CLASS ACTION WITHOUT PREJUDICE; MEMO TO FIRM; FORWARD TO DEFENSE COUNSEL.	0.40	675	270.00
09/17/20	RE	REVIEW COURT RETURNED DOCUMENTS FOR PAGA-ONLY ACTION; MEMO TO FIRM RE CMC & DEPARTMENT/JUDICIAL ASSIGNMENT.	0.60	675	405.00
09/17/20	RE	PROVIDE NOTICE TO LWDA;UPLOAD PAGA-ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
10/07/20	HD	DRAFT PLAINTIFF'S WRITTEN DISCOVERY REQUESTS, INCLUDING REQUEST FOR PRODUCTIO, REQUEST FOR ADMISSIONS, SPECIAL INTERROGATORIES, FORM INTERROGATORIES, NOTICE OF PMK DEPOSITION, AND PROOF OF SERVICE.	2.50	250	625.00
10/08/20	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE ELECTRONIC SERVICE; ASSESS PAGA ONLY ACTION	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/08/20	RE	REVIEW FILE RE SERVICE STATUS OF PAGA ONLY COMPLAINT; CONFER W JH AND CJ RE SAME.	0.30	675	202.50
10/08/20	RE	EMAIL TO DEFENSE COUNSEL RE ACCEPTANCE OF SERVICE VIA NOTICE AND ACKNOWLEDGMENT OF RECEIPT	0.20	675	135.00
10/08/20	JH	RESEARCH AND ASSESS POTENTIAL AFFIRMATIVE DEFENSES TO ANSWER DEFENDANT'S COUNTERCLAIM AGAINST PLAINTIFF	0.80	750	600.00
10/09/20	RE	PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE SERVICE OF PROCESS DOCUMENTS; EMAIL TO LINDA NGUYEN BOLINGER/DEFENSE COUNSEL.	0.60	675	405.00
10/14/20	JH	BEGIN REVIEW AND REVISE OF PLAINTIFF'S DISCOVERY REQUESTS; DISCUSS WITH HD	1.50	750	1,125.00
10/29/20	RE	FILE NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE SUMMONS & COMPLAINT; FILE PROOF OF SERVICE; CALCULATE 20 DAY EXP PERIOD TO SERVE DISCOVERY; MEMO TO FIRM.	0.50	675	337.50
10/30/20	JH	REVIEW, REVISE, FINALIZE AND SERVE PLAINTIFF'S WRITTEN DISCOVERY REQUESTS SET ONE	2.00	750	1,500.00
11/03/20	JH	REVIEW AND REVISE PMK DEPOSITION NOTICE; FINALIZE, SERVE AND COORDINATE WITH TEAM	0.60	750	450.00
11/20/20	JH	REVIEW AND RESPOND TO EMAIL FROM DEFENSE COUNSEL RE DEFENDANT'S ANTICIPATED DEMURRER; DISCUSS WITH TEAM AND ADVISE	1.00	750	750.00
11/30/20	AR	RECEIVE AND REVIEW	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEFENDANT'S OPPOSITION TO MOTION FOR REMAND AND CORRESPONDING PLEADINGS.			
11/30/20	AR	RECEIVE AND REVIEW DEFENDANT'S DISCOVERY RESPONSES.	0.40	550	220.00
12/01/20	AR	REVIEW CROSS-CLAIMANT'S DEMAND AND RELATED ARBITRATION DOCUMENTS FOR STATUS.	0.80	550	440.00
12/01/20	AR	DRAFT ANSWER TO COUNTERCLAIM.	1.60	550	880.00
12/02/20	JH	REVIEW CMO; REVIEW, REVISE, FINALIZE AND SERVE ANSWER TO COUNTERCLAIM; DISCUSS PRELIMINARY INJUNCTION MOTION WKN	2.50	750	1,875.00
12/03/20	JH	BEGIN DRAFTING MOTION FOR PRELIMINARY INJUNCTION	1.40	750	1,050.00
12/03/20	HD	DRAFT MOTION FOR PRELIMINARY INJUNCTION SHELL/TEMPLATE, INCLUDING NOTICE OF MOTION, MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION IN SUPPORT OF, PROPOSED ORDER AND PROOF OF SERVICE.	1.00	250	250.00
12/04/20	JH	RESEARCH FOR AND DRAFT MOTION FOR PRELIMINARY INJUNCTION	3.00	750	2,250.00
12/04/20	AR	REVIEW AND OUTLINE FINAL ANSWER FOR AFFIRMATIVE DEFENSES, PURSUANT TO TELECONFERENCE WITH JH.	0.50	550	275.00
12/06/20	JH	FINISH INITIAL DRAFT AND BEGIN REVISING MOTION FOR PRELIMINARY INJUNCTION	3.00	750	2,250.00
12/07/20	JH	DRAFT SUPPORTING DOCS FOR PRELIMINARY INJUNCTION MOTION; DISCUSS WITH KN	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/07/20	JH	PREPARE FOR AND ATTEND CALL WITH DEFENSE COUNSEL; DISCUSS WITH TEAM	1.00	750	750.00
12/09/20	JH	DISCUSS MATTER WITH KN; FURTHER REVISE MOTION FOR PRELIMINARY APPROVAL	0.80	750	600.00
12/09/20 17	KN	REVIEW & REVISE MOTION	1.20	950	1,140.00
12/14/20	JH	REVIEW FILE; REVIEW AND REVISE CMC STMT; DISCUSS WITH CL	0.50	750	375.00
12/15/20	JH	F/U CORRESPONDENCE WITH DEFENSE COUNSEL RE STIP TO CONTINUE DEMURRER	0.40	750	300.00
12/16/20	JH	REVIEW FILE; REVIEW AND REVISED DEFENDANT'S DRAFT STIP.	0.70	750	525.00
12/18/20	JH	REVIEW AND FURTHER REVISE MEDIATION STIPULATION	0.50	750	375.00
01/14/21	AR	REVIEW COMPLAINT FOR DRAFTING OF DATA DEMAND.	0.40	550	220.00
01/18/21	JH	REVIEW FILE AND DOCKET; UPDATE TEAM	0.40	750	300.00
01/22/21	AR	REVIEW AND OUTLINE FILE NOTES AND DOCUMENTS FOR MEDIATION DATA REQUEST.	1.00	550	550.00
01/22/21	AR	BEGIN DRAFTING MEDIATION DATA REQUEST.	0.50	550	275.00
01/25/21	AR	REVIEW CLIENT FILE DOCUMENTS; EXTRACT AND UPDATE EXHIBIT BOOK.	1.00	550	550.00
01/26/21	AR	REVISE REQUEST PURSUANT TO INDEPENDENT CONTRACTOR AGREEMENT; CORRESPONDENCE WITH AJB REGARDING THE SAME.	0.50	550	275.00
01/29/21	AR	REVIEW ADDITIONAL DOCUMENTS; REVISE, FINALIZE AND SEND	0.80	550	440.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION DATA REQUEST.			
02/04/21	JH	BEGIN REVIEW/ANALYZE DOCS; UPDATE CASE NOTES; CREATE EXHIBIT BOOK	1.00	750	750.00
02/05/21	JH	CONTINUE REVIEW/ANALYZE DOCS; CREATE EXHIBIT BOOK AND UPDATE CASE NOTE ACCORDINGLY	3.00	750	2,250.00
02/22/21	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. ANALYZE FACTS AND LAW. CALL WITH CLIENT TO DISCUSS.	3.20	850	2,720.00
02/26/21	ND	REVIEW AND REVISE MEDIATION BRIEF.	3.50	850	2,975.00
03/05/21	NBB	REVIEW DOCS AND LAW RE SETTLEMENT ISSUES. ADVISE AJ.	2.50	995	2,487.50
03/08/21	NBB	REVIEW DOCS RE MEDIATION ISSEUS. ANALYZE SETTLEMENT. ADVISE AJ.	4.75	995	4,726.25
03/08/21	SB	PREPARE FOR MEDIATION, ADVISE JH	2.80	450	1,260.00
03/09/21	JH	PREPARE FOR AND ATTEND MEDIATION	6.00	750	4,500.00
03/09/21	SB	ATTEND MEDIATION	8.00	450	3,600.00
03/15/21	ND	REVIEW MEDIATION NOTES AND BRIEF. CONFERENCE WITH CLIENT TO DISCUSS STATUS.	0.50	850	425.00
04/16/21	JH	REVIEW AND ANALYZE PETITION FOR COORDINATION; DISCUSS WITH AJB	1.50	750	1,125.00
04/16/21 15	KN	REVIEW PETITION FOR COORDINATION	0.90	950	855.00
04/27/21	JH	REVIEW AND ANALYZE DEFEDANT'S OPPOSITION TO MOTION TO STAY AND SUPPORTING DOCS	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/26/21	AJB	REVIEW/ANALYZE OVERLAPPING CASE. ANALYZE STRATEGY TO INCORPORATE COUNSEL FROM OVERLAPPING CASE INTO MEDIATION. REVIEW/ANALYZE PETITION FOR COORDINATION FILED BY OTHER COUNSEL.	4.00	895	3,580.00
06/14/21	JH	PREPARE FOR AND ATTEND CALL WITH MEDIATOR AND JOINT PROSECUTION TEAM	0.60	750	450.00
06/25/21	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. REVIEW CASE FILE AND COURT DOCKET. ANALYZE RELATED LITIGATION AND STATUS OF CASES.	4.20	850	3,570.00
07/02/21	ND	LEGAL RESEARCH REGRADING PROPOSITION 22. LEGAL RESEARCH REGARDING ABC TEST AND BORELLO FACTORS. CALL WITH CLIENT TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	3.20	850	2,720.00
07/06/21	ND	REVIEW AND ANALYZE PREVIOUS SETTLEMENTS WITH SIMILAR INDEPENDENT CONTRACTOR MISCLASSIFICATION CLAIMS FOR MEDIATION VALUATION.	2.90	850	2,465.00
07/07/21	ND	DRAFT MEDIATION BRIEF. ANALYZE FACTS AND LAW.	4.70	850	3,995.00
07/12/21	CL	[PAGA] LEGAL RESEARCH RE: ARBITRATION STAY AND RECENT RULINGS DENYING REQUEST FOR STAY IN SUPPORT OF OPPOSITION TO DEMURRER TO ABATE AND STAY.	2.60	750	1,950.00
07/12/21	CL	[PAGA] DRAFT OPPOSITION TO DEMURRER TO ABATE AND STAY.	6.40	750	4,800.00
07/13/21	CL	[PAGA] DRAFT REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF OPPOSITION TO DEMURRER TO ABATE AND STAY.	2.30	750	1,725.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/13/21	CL	[PAGA] REVIE AND FINALIZE OPPOSITION TO DEMURRER TO ABATE AND STAY; EMAIL SERVE TO L. BOLLINGER RE: SAME.	1.90	750	1,425.00
07/14/21	JH	REVIEW/ANALYZE/REVISE PLAINTIFF'S OPPOSITION TO DEMURRER	1.50	750	1,125.00
07/18/21	ND	REVIEW AND ANALZYE EXPERT SUMMARY REPORT AND ALL MEDIATION MATERIALS INCLUDING MEDIATION BRIEF AND EXHIBITS THERETO. LEGAL RESEARCH REGARDING PAGA PENALTIES UNDER 226.8. PREPARE FOR MEDIATION, CALL WITH CLIENT.	4.00	850	3,400.00
07/19/21	NBB	REVIEW MED BRIEF, ANALYZE.	2.50	995	2,487.50
07/20/21	NBB	REVIEW MED BRF, ANALYZE RE SETTLEMENT ISSUES. ADVISE AJ.	2.75	995	2,736.25
07/21/21	JH	REVIEW AND ANALYZE DAMAGES ANALYSIS AND MEDIATION BRIEF	1.50	750	1,125.00
07/22/21	HD	REVIEW COURT APPEARANCE REQUIREMENTS. OBTAIN INFORMATION FOR ZOOM TELEPHONIC APPEARANCE FOR HEARING ON DEMURRER (07/26/2021)	0.20	250	50.00
07/22/21	JH	REVIEW/ANALYZE UPDATED DAMAGES ANALYSIS	0.60	750	450.00
07/22/21	JH	REVIEW MEDIATORS PROPOSAL; DISCUSS WITH AJB	0.50	750	375.00
07/22/21	AJB	PREP AND APPEAR FOR MEDIATION.	10.00	895	8,950.00
07/23/21	AR	MULTIPLE CORRESPONDENCE REGARDING STIPULATION.	0.30	550	165.00
07/23/21	CL	EMAIL FROM A. DIMARIO RE: CONTINUED HEARING ON DEMURRER TO COMPLAINT.	0.30	750	225.00
08/06/21	JH	REVIEW AND ANALYZE TENTATIVE	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RULING ON DEFENDANT'S DEMURRER; DISCUSS WITH CL			
08/06/21	CL	[PAGA] REVIEW AND ANALYZE TENTATIVE RULING ON DEMURRER AND EMAIL TO DEPT 302 RE: CONTESTING OF TENTATIVE RULING.	0.60	750	450.00
08/09/21	CL	[PAGA] PREPARE FOR DEMURRER HEARING; ATTEND DEMURRER HEARING; MEMORANDUM TO FILE RE: COURT RULING; EMAIL FROM A. DIMARIO RE PROPOSED ORDER; EMAIL FROM THE COURT RE: PROPOSED ORDER TO BE SUBMITTED BY MOVING PARTY.	1.30	750	975.00
08/09/21	CL	RECEIPT AND REVIEW DEFENDANT'S PROPOSED ORDER GRANTING DEMURRER.	0.40	750	300.00
08/11/21	CL	REVIEW AND ANALYZE NOTICE OF ENTRY OF ORDER; EMAIL FORM A. ANAYA RE: SAME.	0.20	750	150.00
08/24/21	JH	REVIEW/ANALYZE PETITION TO COORDINATE	0.40	750	300.00
08/24/21	CL	[CLASS] REVIEW AND ANALYZE NOTICE OF PETITION FOR COORDINATION AND MOTION TO STAY.	0.60	750	450.00
08/26/21	JH	REVIEW/ANALYZE PETITION TO COORDINATE	0.80	750	600.00
08/30/21	CL	[PAGA] REVIEW AND ANALYZE REGISTRY OF ACTIONS RE: CONTINUED CASE MANAGEMENT CONFERENCE DATE.	0.30	750	225.00
08/30/21	CL	[PAGA] RECEIPT AND REVIEW COURT ORDER CONTINUING CASE MANAGEMENT CONFERENCE.	0.20	750	150.00
08/30/21	CL	REVIEW AND ANALYZE DEFENDANT'S RESPONSE TO	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PLAINTIFF'S REQUEST TO STAY CASES.			
10/15/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM JAMS	0.40	750	300.00
12/08/21	JH	REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL TO COURT; ANALYZE ATTACHMENTS RE PETITION TO COORDINATE; DISCUSS WITH TEAM AND COORDINATE WITH CALENDAR	0.50	750	375.00
12/22/21	CL	RECEIPT AND REVIEW NOTICE OF ORDER RE SETTING HEARING ON PETITION TO COORDINATE.	0.20	750	150.00
01/04/22	JH	REVIEW AND ANALYZE PETITION FOR COORDINATION OPPOSITION; ADVISE TEAM	0.70	750	525.00
01/04/22	AR	PRELIMINARY REVIEW OF OPPOSITION TO PETITION FOR COORDINATION; DRAFT FOLLOW UP CORRESPONDENCE.	0.50	550	275.00
01/18/22	AR	PREPARE FOR AND ATTEND HEARING ON PETITION TO COORDINATE CASES; DRAFT AND CIRCULATE SUMMARY.	1.80	550	990.00
01/27/22	CL	REVIEW AND ANALYZE ARBITRATION AGREEMENT FOR PAGA ACTION WAIVER.	0.30	750	225.00
02/08/22	AR	REVIEW FILE FOR STATUS OF DISCOVERY; DRAFT FOLLOW UP CORRESPONDENCE WITH AB.	0.40	550	220.00
02/26/22	CL	RECEIPT AND REVIEW ORDER CONTINUING CASE MANAGEMENT CONFERENCE.	0.20	750	150.00
03/01/22 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW STATUS OF CMC; REVIEW CORRESPONDENCE BETWEEN THE PARTIES; FOLLOW UP	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/01/22	CL	RECEIPT AND REVIEW ORDER CONTINUING CASE MANAGEMENT CONFERENCE.	0.20	750	150.00
04/07/22	AR	REVIEW FILE FOR STATUS; REVIEW DOCKET AND EXTRACT ORDER REGARDING STAY; DRAFT SUMMARY CORRESPONDENCE.	0.60	550	330.00
04/11/22	AR	REVIEW FILE AND DOCKET; DRAFT CASE MANAGEMENT STATEMENT AND PROOF OF SERVICE.	1.20	550	660.00
04/12/22	AR	REVISE, FINALIZE, FILE AND SERVE CASE MANAGEMENT STATEMENT; CIRCULATE SUMMARY.	0.60	550	330.00
04/12/22 06	VR	CORRESPONDENCE TO DEFENDANT RE E-SERVICE; REVIEW E-SERVICE AGREEMENT; REVIEW COURT'S ORDERS AND STATUS OF CASE; ADVISE AGR	0.50	750	375.00
04/13/22	AR	REVIEW FILE AND JPA; MULTIPLE CORRESPONDENCE REGARDING OPPOSITION TO MOTION TO STAY.	0.60	550	330.00
05/04/22 15	VR	REVIEW TENTATIVE RULING AND STATUS OF CASE; REVIEW COMPLAINT AND STATUS OF DISCOVERY; ADVISE ASC	1.50	750	1,125.00

TOTAL BILLED HOURS

A.J.BHOWMIK	14.00 hr	@ 895.00	\$ 12,530.00
ANDREW RONAN	14.00 hr	@ 550.00	\$ 7,700.00
CHRISTINE LEVU	18.40 hr	@ 750.00	\$ 13,800.00
HEATHER DROSI	3.70 hr	@ 250.00	\$ 925.00
JEFF HERMAN	45.90 hr	@ 750.00	\$ 34,425.00
KYLE NORDREHAUG	4.10 hr	@ 950.00	\$ 3,895.00
NORMAN BLUMENTHAL	17.00 hr	@ 995.00	\$ 16,915.00
NICK DEBLOUW	55.60 hr	@ 850.00	\$ 47,260.00
RICO EHMANN	23.70 hr	@ 675.00	\$ 15,997.50
SCOTT BLUMENTHAL	10.80 hr	@ 450.00	\$ 4,860.00
VICTORIA RIVAPALACIO	2.60 hr	@ 750.00	\$ 1,950.00

TOTAL PROFESSIONAL SERVICES

209.80

\$160,257.50

COSTS ADVANCED

05/12/20	PAGA NOTICE FEE.	75.00
07/17/20	FILING FEE FOR CLASS ACTION COMPLAINT	1,692.85
07/17/20	COMPLAINT FILING FEE.	1,692.85
07/24/20	FILING FEE	35.75
07/28/20	FILING FEE	9.95
08/01/20	MESSENGER - KNOX	121.95
08/29/20	FILING FEE	98.25
08/30/20	COURT CALL HEARING APPEARANCE FEE	94.00
09/01/20	FILING FEE	71.93
09/04/20	FILING FEE	155.00
09/16/20	FILING FEE	694.85
10/31/20	FILING FEE	35.50
11/04/20	FILING FEE	9.95
01/12/21	MEDIATION FEES - MARK RUDY.	10,000.00
03/24/21	MEDIATION FEE CREDIT - MARK RUDY.	-10,000.00
04/01/21	MEDIATION FEES - MARK RUDY.	3,333.34
07/01/21	LEXIS NEXIS	5,149.00
07/15/21	[PAGA] ONE-LEGAL - COURTESY COPY OF OPPOSITION TO DEMURRER.	91.88
07/20/21	ONE LEGAL - FILE OPPOSITION AND REQUEST FOR JUDICIAL NOTICE.	12.35
07/20/21	ONE LEGAL - AMENDED COMPLAINT.	16.68
08/01/21	LEXIS NEXIS	1,284.00
04/20/22	FILING FEE FOR CASE MANAGEMENT STATEMENT.	<u>12.87</u>
	TOTAL COSTS ADVANCED	<u>\$ 14,687.95</u>

TOTAL CURRENT CHARGES	<u>\$174,945.45</u>
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08/21/2023
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Activities Export

08/21/2023
11:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
12/08/2022	🕒	Review orders and file for status; draft summary in advance of drafting case management statement. ● Unbilled	CA2135 Garuda Labs, Inc.	Andrew Ronan	0.30h	\$550.00	-	\$165.00
12/08/2022	🕒	Receive and review notice from court; draft follow up correspondence. ● Unbilled	CA2135 Garuda Labs, Inc.	Andrew Ronan	0.30h	\$550.00	-	\$165.00
12/19/2022	🕒	Email from A. DiMario re: meet and confer re: confidential settlement production. ● Unbilled	CA2135 Garuda Labs, Inc.	Christine LeVu	0.30h	\$750.00	-	\$225.00
12/19/2022	🕒	Receive and review correspondence regarding mediation documents; draft follow up. ● Unbilled	CA2135 Garuda Labs, Inc.	Andrew Ronan	0.50h	\$550.00	-	\$275.00
12/20/2022	🕒	Review file and documents for status; correspondence with expert regarding updated data. ● Unbilled	CA2135 Garuda Labs, Inc.	Andrew Ronan	0.40h	\$550.00	-	\$220.00
12/28/2022	🕒	Review results of last mediation. Review and analyze new data set. Call with client to discuss status of litigation and upcoming mediation. ● Unbilled	CA2135 Garuda Labs, Inc.	Nicholas De Blouw	3.50h	\$695.00	-	\$2,432.50
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h

5/12

Activities Export

08/21/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/03/2023	🕒	Review and revise mediation brief. Analyze facts and law. ● Unbilled	CA2135 Garuda Labs, Inc.	Nicholas De Blouw	3.90h	\$695.00	-	\$2,710.50
01/04/2023	🕒	Review and analyze expert summary report and exhibits to mediation brief. Analyze status of related cases and entire case file. Prepare for mediation. ● Unbilled	CA2135 Garuda Labs, Inc.	Nicholas De Blouw	2.60h	\$695.00	-	\$1,807.00
01/07/2023	🕒	Review email from co-counsel. Analyze work allocation issue and mediation prep. Draft/send corr to associate as to response volunteering to handle mediation work. ● Unbilled	CA2135 Garuda Labs, Inc.	AJ Bhowmik	1.00h	\$895.00	-	\$895.00
01/09/2023	🕒	Receive and review correspondence from co-counsel; review file for status; follow up correspondence with AB regarding the same. ● Unbilled	CA2135 Garuda Labs, Inc.	Andrew Ronan	0.40h	\$550.00	-	\$220.00
01/09/2023	🕒	Draft mediation brief. Draft/send corr advising co-counsel of ETA. Draft/send corr to expert w/ work instructions. Review/analyze expert's response. Review mediation briefs from prior mediations. ● Unbilled	CA2135 Garuda Labs, Inc.	AJ Bhowmik	5.00h	\$895.00	-	\$4,475.00
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h

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Activities Export

08/21/2023
11:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/10/2023		Draft mediation brief. Draft/send corr to expert. Review/analyze corr from defense attorney re data. Send info to expert. Draft/send response to defense attorney re data. 	CA2135 Garuda Labs, Inc.	AJ Bhowmik	3.00h	\$895.00	-	\$2,685.00
01/12/2023		Finalize mediation brief and circulate draft to co-counsel w/ updated chart received from expert after review. 	CA2135 Garuda Labs, Inc.	AJ Bhowmik	4.00h	\$895.00	-	\$3,580.00
01/13/2023		Assemble mediation materials and file mediation brief. Prep for mediation by reviewing other gig economy settlements reached w/ Ortman and Littler in other cases. 	CA2135 Garuda Labs, Inc.	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
01/17/2023		Draft/send corr to defense attorney re data/pay periods. Review/analyze response and send to expert. Draft/send corr asking for additional clarification. 	CA2135 Garuda Labs, Inc.	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
01/18/2023		Review docs, analyze re settlement issues. Advise AJ. 	CA2135 Garuda Labs, Inc.	Norm Blumenthal	2.00h	\$995.00	-	\$1,990.00
01/19/2023		Prep and appear for mediation. Negotiate MOU over zoom/phone/email.	CA2135 Garuda Labs, Inc.	AJ Bhowmik	15.00h	\$895.00	-	\$13,425.00
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h

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Activities Export

08/21/2023
11:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
								
01/24/2023		Draft Plaintiff's Case Management Statement. 	CA2135 Garuda Labs, Inc.	Christine LeVu	0.80h	\$750.00	-	\$600.00
01/24/2023		Email to L. Bollinger re: Plaintiff's Case Management Statement. 	CA2135 Garuda Labs, Inc.	Christine LeVu	0.30h	\$750.00	-	\$225.00
01/24/2023		Review and analyze Defendant's Case Management Statement. 	CA2135 Garuda Labs, Inc.	Christine LeVu	0.40h	\$750.00	-	\$300.00
01/24/2023		Review and analyze MOU terms. Conference with client to discuss terms and process of settlement. Send to client for signature. Follow up with client for signature. 	CA2135 Garuda Labs, Inc.	Nicholas De Blouw	1.00h	\$695.00	-	\$695.00
01/25/2023		Review & analyze MOU; confer w NB re MOU requirements (PAGA notice/ACOM/approval motion) 	CA2135 Garuda Labs, Inc.	Ricardo Ehmann	0.60h	\$675.00	-	\$405.00
01/25/2023		Review MOU, analyze, advise RE re amended complaint. 	CA2135 Garuda Labs, Inc.	Norm Blumenthal	2.00h	\$995.00	-	\$1,990.00
01/30/2023		Review order re cmc. Update calendar. Review/analyze progress of finalizing settlement. 	CA2135 Garuda Labs, Inc.	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h

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Activities Export

08/21/2023
11:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/09/2023		Review file; email to co-counsel re amended complaint and venue to be selected for settlement approval 	CA2135 Garuda Labs, Inc.	Ricardo Ehmann	0.30h	\$675.00	-	\$202.50
02/14/2023		Review file; begin drafting amended complaint re Tran and Basu-Kesselman actions/amended paga letter 	CA2135 Garuda Labs, Inc.	Ricardo Ehmann	5.00h	\$675.00	-	\$3,375.00
02/15/2023		Finish drafting amended complaint re Tran/Basu-Kesselman actions/ exhibit to amended PAGA letter/ notice 	CA2135 Garuda Labs, Inc.	Ricardo Ehmann	2.50h	\$675.00	-	\$1,687.50
02/17/2023		Review file; draft amended PAGA notice 	CA2135 Garuda Labs, Inc.	Ricardo Ehmann	2.00h	\$675.00	-	\$1,350.00
02/22/2023		Review email; review status and MOU terms; respond to co-counsel's inquiry 	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	0.40h	\$950.00	-	\$380.00
03/10/2023		Review/analyze drafts of the Amended PAGA Notice and Amended Complaint and ensure conformity to MOU/mediation agreements. 	CA2135 Garuda Labs, Inc.	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
03/10/2023		review drat complaint and advise RE; review emails	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h

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Activities Export

08/21/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
								
03/28/2023		Review and analyze Phoenix Estimate 	CA2135 Garuda Labs, Inc.	Christine LeVu	0.30h	\$750.00	-	\$225.00
03/28/2023		Final agreement, review PAGA, advise KN. 	CA2135 Garuda Labs, Inc.	Norm Blumenthal	1.50h	\$995.00	-	\$1,492.50
04/04/2023		Email to I. Khoury re: revisions to settlement agreement. 	CA2135 Garuda Labs, Inc.	Christine LeVu	0.20h	\$750.00	-	\$150.00
04/04/2023		Email from R. Khoury re: co-plaintiffs revisions to settlement agreement. 	CA2135 Garuda Labs, Inc.	Christine LeVu	0.20h	\$750.00	-	\$150.00
04/05/2023		Review comments and revisions from co-counsel; revise agreement; prepare draft and send to the Defendant 	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	2.00h	\$950.00	-	\$1,900.00
04/12/2023		Review status of agreement; email Def 	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	0.25h	\$950.00	-	\$237.50
04/24/2023		Review status 	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	0.25h	\$950.00	-	\$237.50
04/25/2023		Preparation of Plaintiffs Case Management Statement, including comprehensive review of relevant	CA2135 Garuda Labs, Inc.	Randy Hy	1.10h	\$675.00	-	\$742.50
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h

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Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		file materials; service, filing, and preparation of summary of the same; and subsequent communication with Defendant's counsel regarding electronic service of the same. ● Unbilled						
04/25/2023	🕒	Review/analyze Plaintiff's Case Management Statement - Prep for CMC ● Unbilled	CA2135 Garuda Labs, Inc.	AJ Bhowmik	1.00h	\$895.00	-	\$895.00
04/25/2023	🕒	Review emails and Defendant's revisions to the Agreement; respond to co-counsel ● Unbilled	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	0.80h	\$950.00	-	\$760.00
04/28/2023	🕒	Review emails; review and revise settlement agreement; prepare final agreement; email counsel ● Unbilled	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	2.00h	\$950.00	-	\$1,900.00
04/28/2023	🕒	Receipt, review, and analysis of order continuing CMC, and determination as to further handling. ● Unbilled	CA2135 Garuda Labs, Inc.	Randy Hy	0.20h	\$675.00	-	\$135.00
05/04/2023	🕒	Review agreement; prepare signed agreement; emails with co-counsel ● Unbilled	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	0.40h	\$950.00	-	\$380.00
05/15/2023	🕒	Receive and review joint statement; review docket; draft	CA2135 Garuda Labs, Inc.	Andrew Ronan	0.50h	\$550.00	-	\$275.00
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h
11/12								

Activities Export

08/21/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		follow up correspondence. ● Unbilled						
05/16/2023	🕒	Follow up correspondence regarding joint statement; receive and review final version. ● Unbilled	CA2135 Garuda Labs, Inc.	Andrew Ronan	0.40h	\$550.00	-	\$220.00
06/20/2023	🕒	Review proposed changes to amended PAGA notice and amended complaint from OPC; edit/revise/finalize both drafts; upload amended PAGA notice to LWDA & serve OPC ● Unbilled	CA2135 Garuda Labs, Inc.	Ricardo Ehmann	2.00h	\$675.00	-	\$1,350.00
06/22/2023	🕒	Review/analyze declaration template sent to Plaintiff Tran/ consider edits for our client. ● Unbilled	CA2135 Garuda Labs, Inc.	AJ Bhowmik	1.00h	\$895.00	-	\$895.00
08/18/2023	🕒	Review file; draft declaration of Ishan-Basu Kesselman in support of approval motion/service award; email to client re draft declaration ● Unbilled	CA2135 Garuda Labs, Inc.	Ricardo Ehmann	2.00h	\$675.00	-	\$1,350.00
08/21/2023	🕒	Draft declaration iSO motion; email co-counsel; review billing for accuracy ● Unbilled	CA2135 Garuda Labs, Inc.	Kyle Nordrehaug	2.50h	\$950.00	-	\$2,375.00
					125.10h		\$0.00 0.00h	\$100,250.00 125.10h

Activities Export

08/21/2023

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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/01/2022	\$	Lexis Nexis ● Unbilled	CA2135 Garuda Labs, Inc.	Chrystal Johnson	1.00	\$1,467.00	-	\$1,467.00
07/05/2022	\$	Lexisnexis ● Unbilled	CA2135 Garuda Labs, Inc.	Taylor Gonzalez	1.00	\$192.00	-	\$192.00
07/11/2022	\$	Mediation Fees - Ortman. ● Unbilled	CA2135 Garuda Labs, Inc.	Chrystal Johnson	1.00	\$6,000.00	-	\$6,000.00
09/02/2022	\$	FedEx. ● Unbilled	CA2135 Garuda Labs, Inc.	Chrystal Johnson	1.00	\$33.96	-	\$33.96
01/26/2023	\$	One Legal - Case Management Statement. ● Unbilled	CA2135 Garuda Labs, Inc.	Christine LeVu	1.00	\$13.33	-	\$13.33
02/27/2023	\$	OneLegal filing fee. ● Unbilled	CA2135 Garuda Labs, Inc.	Andrew Ronan	1.00	\$17.66	-	\$17.66
04/28/2023	\$	OneLegal filing fee ● Unbilled	CA2135 Garuda Labs, Inc.	Randy Hy	1.00	\$13.33	-	\$13.33
							\$0.00 0.00h	\$7,737.28 0.00h

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

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Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 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)

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

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WRITERS EXT:

1004

May 7, 2020

CA2135

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Garuda Labs, Inc.

Online Filing

Certified Mail #70192280000075854725

Sumir Meghani

340 Brannan St., Ste 302

San Francisco, CA 94107

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Garuda Labs, Inc. in California and classified as independent contractors and/or non-exempt employees during the time period of May 7, 2019 until a date as determined by the Court. Our offices represent Plaintiff Ishan Basu-Kesselman (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Garuda Labs, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a independent contractor from August of 2018 to January of 2020. Thereafter, Plaintiff was reclassified by Defendant and worked as an employee from January of 2020 to March of 2020. At all times, Plaintiff was entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As independent contractors, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Regardless of Defendant’s classification of Plaintiff and Aggrieved Employees, Defendant

unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:

1004

June 20, 2023
CA2135

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Garuda Labs, Inc.
Certified Mail # 9589071052700182372923
Andrew M. Spurchise
LITTLER MENDELSON, P.C.
333 Bush St., 34th Floor
San Francisco, CA 94104

Advantage Workforce Services, LLC
Certified Mail # 9589071052700182372916
Andrew M. Spurchise
LITTLER MENDELSON, P.C.
333 Bush St., 34th Floor
San Francisco, CA 94104

Amended Notice for LWDA, Case No. LWDA-CM-785898-20
Amended Notice for LWDA, Case No. LWDA-CM-781290-20

Re: Amended Notice Of Violations Of California Labor Code Sections
§§ 201-203, 204 *et seq.*, 210, 212, 216, 221-223, 225.5, 226, 226.3, 226.7, 226.8,
227.3, 246, 248.5, 256, 351, 510, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5, 1194,
1197, 1197.1, 1198, 1199, 1191.1, 2800, 2802, 2808, Violation of Applicable
Industrial Welfare Commission Wage Order(s) and Related California Code of
Regulations, and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Ishan Basu-Kesselman and Tai Tran (collectively referred to as “Plaintiffs”) and other Aggrieved Employees in a lawsuit against Garuda Labs, Inc. (d/b/a Instawork).

Plaintiff Ishan Basu-Kesselman originally sent a PAGA Notice on May 7, 2020 which gave notice to the LWDA and Defendant Garuda Labs, Inc. to enable Plaintiff Basu-Kesselman to proceed with the Complaint against Defendant Garuda Labs, Inc. as

authorized by California Labor Code section 2699, *et seq.*

Plaintiff Tai Tran originally sent a PAGA Notice on April 1, 2020 (and an amended PAGA Notice on July 8, 2020) which gave notice to the LWDA and Defendant Garuda Labs, Inc., any related entities, and their managers, agents, officers and directors, and Does 1-25 (“Instawork”) to enable Plaintiff Tran to proceed with the Complaint against Instawork as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to specifically add Defendant Advantage Workforce Services, LLC (Garuda Labs, Inc. and Advantage Workforce Services, LLC collectively referred to as “Defendants”) and also to specify Plaintiffs’ allegations regarding Defendants’ violations stemming from Defendants’ classification and wage and hour practices, including, but not limited to, alleged (a) failure to provide accurate itemized wage statements and maintain accurate and complete payroll records, (b) failure to properly record and provide legally required meal and rest periods and related break premiums, (c) failure to pay minimum wages and required wages, (d) failure to pay overtime wages, (e) failure to properly and timely pay all owed wages when due, (f) failure to reimburse for required expenses, (g) failure to pay all wages, including vested vacation pay, (h) failure to provide sick pay and health coverage information, (i) unlawfully deducting wages; (j) failure to pay wage wages in compliance with Labor Code section 212; (k) failure to provide seventh day of rest; (l) willful misclassification. Said conduct, as well as the conduct alleged in the incorporated Amended Complaint, violates Labor Code §§ 201-203, 204 *et seq.*, 210, 212, 216, 221-223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 256, 351, 510, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5, 1191.1, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2808, the applicable Industrial Welfare Commission Wage Order(s) and related California Code of Regulations, and is therefore actionable under California Labor Code section 2699.3.

“Aggrieved Employees” refers to all individuals who have performed work using or through the online staffing marketplace maintained by Garuda Labs, Inc. (“Instawork”) and/or for Advantage Workforce Services, LLC in California while classified as either an independent contractor of Instawork and/or as an employee of Advantage Workforce Services, LLC at any time during the period from March 31, 2019 through October 31, 2022.

Plaintiff Basu-Kesselman worked for Defendant(s) as an independent contractor performing “gigs” working manual labor from approximately August of 2018 to February of 2020 and also worked for Advantage Workforce Services, LLC from approximately January of 2020 to February of 2020 as an employee during this time period. Plaintiff Tran worked for Defendant(s) as an independent contractor performing “gigs” working manual labor in approximately December 2019 and also worked for Advantage Workforce Services, LLC during the same period as an employee. At all times, Plaintiffs were entitled to the legally required meal and rest breaks and payment for all time worked under Defendants’ control. Plaintiffs and the Aggrieved Employees should have been classified by Defendants non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendants’ control. Regardless of Defendants’ classification of Plaintiffs and the Aggrieved Employees, Defendants unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Defendants’ conduct, in addition to the

foregoing, as well as the conduct alleged in the incorporated Amended Complaint, violates Labor Code §§ 201-203, 204 *et seq.*, 210, 212, 216, 221-223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 256, 351, 510, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5, 1191.1, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2808, the applicable Industrial Welfare Commission Wage Order(s) and related California Code of Regulations, and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Amended Complaint by Plaintiffs against Defendants, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Amended Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This amended notice is provided to enable Plaintiffs to proceed with the Amended Complaint against Defendants as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Amended Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.