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9 **OBED ROMO RAMOS**

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF NAPA**
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15 OBED ROMO RAMOS, AND ON BEHALF
16 OF ALL SIMILARLY AGGRIEVED
EMPLOYEES,

17 Plaintiff,

18
19 v.

20 MEADOWOOD RESORT, LLC, PAN
21 ATLANTIC CONSULTANTS, INC. and
DOES 1 through 10,

22 Defendants.
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Case Number: C20-01017

**DECLARATION OF ARLO URIARTE
IN SUPPORT OF MOTION FOR
APPROVAL OF SETTLEMENT OF
PLAINTIFF'S CLAIM FOR PENALTIES
UNDER CALIFORNIA LABOR CODE
SECTION 2698, ET SEQ.**

Hearing Date: April 15, 2022
Hearing Time: 8:30 a.m.
Dept.: Civil, Courtroom B

Complaint Filed: July 23, 2020
Trial Date: ---vacated---

Hon. Scott R.L. Young

1 I, Arlo Garcia Uriarte, declare as follows:

2 1. I am an attorney licensed to practice in all courts for the State of California. I am
3 the founding and managing attorney for the law firm Liberation Law Group, P.C. (“LLG” or
4 “our Firm”). We are the attorneys of record for Plaintiff Obed Romo Ramos (hereinafter
5 “Plaintiff”). The information contained herein is based on my personal knowledge and/or belief.
6 If called to testify to this information under oath, I could and would do so competently.

7 2. Plaintiff sought our Firm’s assistance after separating from his employment at
8 Defendant Meadowood Resort, LLC, doing business as Meadowood Resort (hereinafter
9 “Defendant”). As discussed below, Plaintiff, with the help of our Firm, investigated his
10 potential claims and allegations and eventually made the decision to file a lawsuit for PAGA
11 penalties in July 2020.

12 3. Plaintiff propounded initial discovery on Defendant in or around September
13 2020. Defendant responded to this discovery and produced all relevant documents pertaining to
14 the PAGA period and group. Defendant agreed to produce all relevant policy documents,
15 timekeeping records, and wage statements pertaining to the PAGA group (e.g., workforce size
16 (approximately 194 current and former employees) and the number of pay periods in the Claim
17 Period).

18 4. To determine the size of the PAGA group, we engaged in a Bel-Aire procedure.
19 By May 12, 2021, parties agreed on a potential 194 PAGA aggrieved employees. We then used
20 and paid for an administrator, Simpluris, Inc., to contact the 194 people and inquire whether
21 they would allow Plaintiff’s counsel to have their contact information. Bel-Aire notices went
22 out and we received the contact information for a possible 170 PAGA aggrieved employees.

23 5. I, along with other attorneys and members of LLG, reached out to numerous
24 PAGA Group Members regarding Plaintiff’s PAGA claims. We spoke to about 60 current and
25 ex-employees. Many group members stated that they did not have problems with their meal
26 periods and, sometimes even voluntarily, skipped their afternoon rest breaks. The result of the
27 conversations was that it was only the afternoon rest break claim that seemed viable. The extent
28 of the violations for the rest breaks was also not uniform and occurred sporadically. Many of the

1 PAGA group members indicated that, due to a change in the human resources manager, there
2 was greater effort to make sure that meal and rest break policies were followed, including the
3 availability of premiums.

4 6. I, along with other attorneys and members of LLG, also reviewed the relevant
5 documents produced by Defendant. After review of the time records and wage statements for
6 the group of 170 employees, our data analyst did note that during the PAGA period, the meal
7 period violation rate was very small, less than 1%. Also, a review of the records did indicate a
8 practice of payment of meal period premiums. During the PAGA period, 248 meal period
9 premiums were paid (or \$4,604.95). Plaintiff received 4 out of 5 meal period premium
10 payments owed as well, causing concern for the severity of the alleged violations.

11 7. Both parties served written discovery. Defendant produced relevant policy
12 documents applicable to the PAGA period and group. In addition, timekeeping records and
13 wage statements for all PAGA aggrieved employees who did not opt out were also produced for
14 analysis. In sum, Plaintiff's counsel reviewed and analyzed over 4,000 pages of documents
15 from Defendant. Moreover, after review of Defendant's written policies regarding meal and
16 rest breaks, we established that they do not explicitly violate the Labor Code.

17 8. At the conclusion of our investigation, we were left with a rest break claim that
18 we felt Defendant should compensate the State for and, in hopes, encourage them to improve
19 their practices. We communicated this to the Defendant.

20 9. During the discovery process, we also took the deposition of the person most
21 knowledgeable, Meadowood Director of Human Resources, Bob Shimer and the Plaintiff's
22 supervisor, chef Alejandro Ayala. Plaintiff was also deposed.

23 10. As the Director of Human Resources for the Defendant for the last eight years,
24 we deposed Mr. Bob Shimer as the Defendant's person most knowledgeable on December 2,
25 2020. Mr. Shimer's declaration spoke to and confirmed the Defendant's negatively affected
26 financial condition due to Covid-19 and the Glass Fire.

27 11. In consideration of the information received, reviewed, and analyzed throughout
28 the discovery process, the Parties have agreed to a \$55,000 all-in settlement, covering a claim

1 period from July 23, 2019 to July 23, 2020, 22 pay periods and 170 PAGA group members.
2 This settlement agreement also includes Plaintiff's request for a \$5,000 Enhancement Award,
3 Attorney's Fees equaling \$18,331.50 (33.33% of the gross settlement fund), a reimbursement of
4 accrued litigation costs in the amount of \$3,065.85, and a Settlement Administration Fee of up
5 to \$3,000 to Simpluris, Inc.

6 12. Throughout the course of the time as a PAGA representative, I observed Plaintiff
7 expend considerable time and effort advocating on behalf of PAGA Group Members; his role in
8 achieving this potential settlement was indispensable. He initially sought counsel in part
9 because he was frustrated by the meal and rest period violations that he allegedly experienced. I
10 explained to him that a PAGA representative action was an option considering the nature of his
11 claims. Plaintiff chose to fight on behalf of the state and his co-workers because he felt
12 Defendant's violations were systemic. He hoped to achieve justice for more than just himself.
13 Therefore, I believe Plaintiff's request for a \$5,000 Enhancement Award is appropriate and
14 reasonable.

15 13. Plaintiff completed a detailed intake and follow-up intake process with our Firm.
16 He provided key factual details along with witness names and phone numbers. His participation
17 here allowed Plaintiff's counsel to confirm his allegations by speaking with his co-workers and
18 helped counsel to ask for the right pieces of discovery both formally and informally so that he
19 could negotiate from a position of strength and knowledge. He also helped counsel assess
20 Defendant's various offers and gave his approval for the final amount attained.

21 14. Considering the issues, defenses, and the aforementioned discount factors, is a
22 decent recovery. Moreover, Plaintiffs' Counsel are skilled and experienced in the area of
23 representative litigation, and believe this PAGA Settlement is fair and just and furthers PAGA
24 objectives based on sufficient discovery, interviews and investigation.

25 15. Our Firm has worked 299.5 hours on this matter and have accrued a lodestar of
26 \$69,438. A table of tasks, hours attorney fees incurred is attached as Exhibit "C." Furthermore,
27 we have incurred \$3,072.75 in litigation costs. All costs were directly incurred in the
28 prosecution of this action. An itemized cost sheet is attached as Exhibit "D". The matter was

undertaken by our Firm purely as a contingency fee case. In other words, our Firm will not receive any compensation unless there is a recovery.

16. I will upload this motion, declaration, and all exhibits to the LWDA's website as I submit this motion to the Court. Our Firm will then file a proof of service.

17. My qualifications are as follows: I graduated from the University of San Francisco with a Bachelor's degree in Public Administration on the Dean's list. I graduated from the University of San Francisco School of Law in 2003, though I started law school in 1996. When my son was born, in the winter of 1999, I decided to stop law school for 3 years, to concentrate on being with my newborn son. I then returned to USF law school for the final year of units and obtained my J.D. degree. I obtained my license to practice law in 2004. Prior to becoming an attorney and since 1992, I was a legal assistant working for San Francisco/Bay Area law firms and an in-house legal department. Since 2004, I have focused on employment law litigation. Aside from employment law, currently about 5% of my practice consists of personal injury cases. My hourly rate is \$600. I supervised other members of LLG who also worked on this case:

a. Nick Aguilar is an attorney licensed by the state of Florida (SBN 0099275) who graduated from the Florida International University College of Law. He has been a member of LLG since March 2013 focusing on wage and hour matters, particularly class actions. He worked this case under my direct supervision. His hourly rate is \$350.

b. Jonathan Rebong is one of the Firm's original attorneys back in 2007, he is a California licensed attorney, with a bachelor's degree from the University of the Philippines and graduated from the San Beda University College of Law. His hourly rate is \$320.

c. Alejandro Quiros is our Spanish Speaking attorney from Costa Rica. He assists with case buildup, interviews with witnesses, declaration gathering, and client management. His hourly rate is \$200.

d. Kristoffer Solomon is our Firm's Data Analyst. He earned his bachelor's degree in Accountancy from the National College for Business and Arts in the Philippines. He previously worked for a BPO company as a Financial Analyst. His hourly rate is \$180.

1 18. Prior to starting LLG, i.e. between 2004 and 2007, I worked for the Law Offices
2 of Vaughan de Kirby, P.C., a law firm in the Richmond District of San Francisco where I
3 eventually became the managing attorney for its employment law practice. After the employment
4 law case load grew, Mr. de Kirby was gracious enough to assist me in starting Liberation Law
5 Group, P.C. in the Mission District of San Francisco. Mr. de Kirby and I agreed that a law firm
6 in the Mission District would be better located to serve the immigrant and hourly wage worker
7 communities of the Bay Area.

8 19. LLG was founded in 2007. LLG works primarily with hourly wage workers from
9 the entire Bay Area. Our clients come from mostly immigrant backgrounds and serve as the
10 backbone of many industries, shouldering the load of backbreaking work but arguably without
11 wages commensurate with the value of their services. What is worse though, our clients find that
12 their wages and hours are not always properly compensated, and that they are being underpaid
13 through creative payroll and timekeeping schemes designed by even the largest of employers.

14 20. I have handled many wage and hour class actions. I have been approved by
15 courts as class counsel in matters which include but are not limited to:

- 16 • *Canlas v. Aircraft Service International, Inc.* case no. 16-cv-02355-JSW (U.S.
17 District Court, Northern District of California):
 - 18 a. \$715,000 total settlement fund;
 - 19 b. 461 class members (notice was provided by USPS First Class Mail);
 - 20 c. checks mailed approach so no claims required;
 - 21 d. \$987.72 average individual class member recovery;
 - 22 e. no payment to a *cy pres* thus far, second round of checks (approximately
23 \$30,000 total) to class members is still pending – any unnegotiated funds
24 after that would go to *cy pres*;
 - 25 f. \$13,000 in administration fees to CPT Group, Inc.;
 - 26 g. \$214,500 in attorney's fees (30% of the gross settlement amount);
 - 27 h. \$9,660.98 in attorney's costs and expenses;
 - 28 i. non-monetary relief was not requested or awarded here.

- *Conchas v. French Redwood, Inc.* case no. 17CIV04276 (San Mateo Superior Court):
 - a. \$750,000 total settlement fund;
 - b. 369 class members (notice was provided by USPS First Class Mail);
 - c. checks mailed approach so no claims required;
 - d. \$1,208.78 average individual class member recovery;
 - e. \$26,071.57 in *cy pres* distribution due to unnegotiated checks;
 - f. \$10,000 in administration fees to CPT Group, Inc;
 - g. \$250,000 in attorney's fees (33.33% of the gross settlement amount);
 - h. \$15,210 in attorney's costs and expenses;
 - i. non-monetary relief was not requested or awarded here.
- *Concepcion v. DFS Group, L.P.*, case no. CGC-15-548698 (San Francisco Superior Court): wage and hour class action mostly about unpaid meal and rest period premiums with an unpaid wages element as well.
- *Jakosalem v. Air Serv Corporation*, case No. 3:13-cv-05944-SI (U.S. District Court, Northern District of California): unpaid minimum wages, overtime, and failure to provide meal and rest periods; class action settlement achieved and approved by the Court.
- *Mul-May v. The Slanted Door, Inc.*, San Francisco County Case No. CGC-13-535967 (allegations of meal and rest period violations and unpaid gratuities, class settlement achieved and approved by the court).
- *Mungia v. Liz Palacios Designs, Inc.*, San Francisco County Case No. CGC-06-455942, (unpaid minimum and overtime wages, meal and rest period violations, and unpaid expenses, settlement achieved and approved).
- *Keo v. North Coast Couriers Inc.*, Alameda County Case No. RG06251806 (independent contractor misclassification of courier drivers, settlement achieved and approved).

- *Navarro v. Servisair*, United States District Court Case No. CV-08-2716-MHP (non-payment of wages and rest break violations, settlement achieved and approved);
- *Chavez v. J.R. Produce; Chavez v. UPG*, San Mateo County Case No. 474121 & 515853 (off-the-clock work, meal and rest breaks and failure to reimburse uniform expenses; fraudulent transfer).
- *Bonilla v. Café de la Presse*, San Francisco Superior Court Case No. CGC-11-511482 (meal periods, rest breaks and gratuities, settlement achieved and approved).
- *Gutierrez v. HWA May Market, Inc.*, San Francisco Superior Court Case No. CGC-13-535590 (wage and hour class action, settlement achieved and approved by the court).
- *Espinoza v. Pleasanton Car Wash Inc.*, Alameda Superior Court Case No. RG14750671 (wage and hour class action, settlement achieved and approved by the court).
- *Cruz v. Prospect Air*, San Francisco County Case No. CGC-15-547490 (wage and hour class action case including unpaid wages, overtime, and unpaid meal and rest period premiums, a settlement has been achieved and approved by the court).
- *Carillo v. T-Lish II LLC*, San Francisco Superior Court Case No. CGC 15-546096 (meal and rest period class action, settlement achieved and approved).
- *Perez v Foam Distributors Inc.*, Alameda Superior Court Case No. RG15772012 (rounding unpaid wages, meal and rest break claims settled and approved).

21. Our Firm's attorneys and their supporting staff must be extremely familiar and knowledgeable with wage and hour laws, litigation practices, case law, policy, statutory construction, employer practices, employee needs, employee working conditions, and more. With our learned knowledge, we must strategize which cases to settle pre-litigation or post-litigation, which to mediate, and which cases to take to trial. Our staff members, or non-attorney staff, are trained and individually supervised by either me or another attorney. Our Firm has litigated several actions against airlines or airport related companies. The experience in this type of litigation serves our firm well because it gives context and historical knowledge as to relevant

1 common practices and recordkeeping.

2 22. LLG often works with non-English speaking plaintiffs and communicates
3 fluently in Tagalog (Philippines) and Spanish. We pride ourselves in breaking through language
4 barriers in order to advocate for immigrants who are often intimidated by the breadth of legal
5 proceedings in this country.

6 23. I have been a member of the California Employment Lawyers Association since
7 2005. I have attended many of their seminars and have presented on the topics of the Private
8 Attorney General Act, Labor Code §2699; small law firm marketing and management; and
9 Independent Contractor Misclassification. I presented at this year's annual conference with
10 CELA on the topic of Class Action litigation.

11 24. Our office has handled many PAGA only actions and their settlements have been
12 approved. Many of the class actions we get approved also contain PAGA causes of action.

13 25. I, together with the attorneys and staff I manage, have represented over 1,000
14 individual wage and hour clients. The cases we handle are primarily taken on a contingency
15 basis. Some cases are adjudicated before the Labor Commissioner, but most cases are filed in the
16 Superior Courts because there we can obtain broader remedies for our clients. For example, the
17 Labor Commissioner does not award damages for wage statement violations, nor does it award
18 attorney fees, or allow recoveries for a full four-year statute of limitations. This case, like all of
19 our wage and hour class action cases, undertaken on pure contingency. Plaintiffs are not asked or
20 required to pay LLG any money unless there is a recovery on their behalf. Our Firm's standard
21 contingency fee agreement calls for a 33.33% fee of the total recovery, if the matter does not go
22 to trial, and 40% if the matter goes to trial.

23 26. On the contrary, our Firm strongly believes in the vigorous prosecution of our
24 cases, including this case, for the best interest of our clients, and any relevant classes or
25 subclasses.

26 27. LLG and its attorneys often put aside our own financial interests and continue
27 prosecuting many worthwhile, without any chance of recovering monetary awards, cases because
28 justice so requires. Sometimes, violating defendants untruthfully plead poverty, and try many

1 techniques to evade the responsibility of providing redress to our clients. Many defendants evade
2 payment of judgments that have been entered against them. Others file bankruptcy after our
3 filing a complaint, during discovery, or after a judgment or award has been entered against them.
4 Despite these realities, we continue to prosecute cases for justice, truth, and for the well-being of
5 employees.

6 **AUTHENTICATION OF EXHIBITS**

7 28. Attached hereto and marked as **Exhibit “A”** is a true and correct copy of the
8 Settlement Agreement and its accompanying exhibits.

9 29. Attached hereto and marked as **Exhibit “B”** is a true and correct copy of the
10 Declaration of Bob Shimer.

11 30. Attached hereto and marked as **Exhibit “C”** is a true and correct of a table
12 created to represent the hours and attorney fees incurred in this case.

13 31. Attached hereto and marked as **Exhibit “D”** is a true and correct copy of the
14 costs incurred by our Firm.

15 I declare under penalty of perjury under the laws of California that the foregoing is true
16 and correct. Executed on this 18th day of March 2022, in in San Francisco, California.

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19 _____
20 Arlo Garcia Uriarte
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EXHIBIT A

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Obed Romo Ramos, et al. v. Meadowood Resort, LLC, et al.

(Napa County Superior Court, Case Number 20CV000685)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant Meadowood Resort, LLC, a California limited liability company (“Defendant”), Plaintiff Obed Romo Ramos (“Plaintiff” or “Ramos”), for himself and on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.” This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the total sum of Fifty-Five Thousand U.S. Dollars (\$55,000) (hereinafter referred to as the “Settlement Sum”) for settlement of Private Attorneys General Act (“PAGA”) penalties, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs and the settlement administrator’s fees and costs.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all non-exempt kitchen, banquet, and restaurant employees of Meadowood Resort, LLC from July 23, 2019 through July 23, 2020. Defendant represents and warrants that there are no more than 170 Aggrieved Employees.
- (b) “Complaint” means the operative Complaint filed by Plaintiff on July 23, 2020 in Napa County Superior Court, Case No. 20CV000685. This action is referred to as the “Litigation.”
- (c) “Court” means the Superior Court for the State of California, County of Napa.

(d) “Defense Counsel” or “Counsel for Defendant” is:

Jennifer Douglas, Esq.
Marissa Buck, Esq.
Dickenson Peatman & Fogarty P.C.
1455 First St., Suite 301
Napa, CA 94559

(e) “Effective Date” means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement and dismissing the Action with prejudice.

(f) “Plaintiff’s Counsel” is:

Arlo Garcia Uriarte, Esq.
Liberation Law Group, P.C.
2760 Mission Street
San Francisco, CA 94110

(g) “Release Period” means the time period July 23, 2019 through July 23, 2020.

(h) “Released Claims” means any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to the following alleged violations: failing to provide meal and rest periods or premium compensation in lieu thereof, failing to issue accurate wage statements, failing to pay all wages including overtime compensation, and failing to timely pay wages due at separation of employment.

(i) “Released Parties” means Defendant and its former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives.

Article II.

Background.

Section 2.01 Background.

(a) On July 23, 2020, Obed Romo Ramos filed a Complaint in the Superior Court of the State of California for the County of Napa, entitled *Obed Romo Ramos, et al. v. Meadowood Resort, LLC, et al.*, case number 20CV000685. The Litigation was brought by Obed Romo Ramos on behalf of the State of California and other aggrieved employees as a PAGA action based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 510, 512 and 1194.

- (b) Through this Litigation, the Parties have engaged in extensive discovery, including party depositions, written discovery, document production and witness interviews. The Parties have fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this Settlement only after discovery and investigation was performed.
- (c) Throughout the Litigation, Defendant has shown that it has strong, lawful policies in place and contends that there is no evidence to support Plaintiff's claims in the Litigation. Additionally, Defendant's financial situation has been impacted by both the global coronavirus pandemic, which caused a full shut down of the business during the Release Period, as well as the Glass Fire that severely damaged Defendant's property in the fall of 2020.
- (d) This settlement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA penalties; (b) dismissal of the Litigation with prejudice; and (c) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining through written stipulation or unopposed motion if a motion is required, an Order from the Court approving the payment of PAGA penalties as described in this Agreement at the earliest possible date. Plaintiff's Counsel shall request and be paid \$18,331.50 for attorneys' fees and \$3,065.85 for reimbursement of litigation costs from the Settlement Sum, and Defendant will not oppose these requests. Plaintiff Romo Ramos shall request and be paid \$5,000.00 as a general release payment from the Settlement Sum, and Defendant will not oppose this request. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties as described in this Agreement and dismissal of the Action with prejudice by way of a stipulation or unopposed motion to be filed by Plaintiff's counsel on or before March 21, 2022, or as directed by the Court. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA penalties as described in

this Agreement shall be embodied in a written Order. Should the Court not grant approval of the payment of PAGA penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 3.03 Notice to Aggrieved Employees.

(a) Notice.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than fifteen (15) calendar days after the Effective Date, Defendant shall provide the settlement administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of workweeks worked by each Aggrieved Employee (or the start and end dates of employment for each Aggrieved Employee) during the Release Period.
- (2) No later than thirty (30) calendar days after the Effective Date, the settlement administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") to all Aggrieved Employees, together with their settlement checks by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the settlement administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. All monies not negotiated shall be paid to the designated Cy Pres: La Raza Centro Legal. Concurrently, the settlement administrator shall mail the required payment to the LWDA.
- (3) All costs incurred by the settlement administrator in connection with the current settlement, including mailing of the Notice of PAGA Settlement described herein, whether foreseen or not, shall be paid out of the Settlement Sum. These costs shall not exceed \$3,000; to the extent they exceed this amount, they shall be paid from the Net Settlement Amount (as defined herein); to the extent they fall below this amount, they shall be added to the amount distributable to the Aggrieved Employees and the LWDA.

Section 3.04 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator

No later than fifteen (15) calendar days after the Effective Date, Defendant shall deposit the Settlement Sum with the settlement administrator.

(b) Payment of PAGA Penalties.

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's counsel's fees and costs (\$21,397.35), Plaintiff Romo Ramos' general release payment (\$5,000), and the costs of administration referenced in Section 3.03(a)(3) above (no more than \$3,000) from the \$55,000.00 Settlement Sum (this will yield the "Net Settlement Amount," which is estimated to be approximately \$25,602.65).

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees pro rata based on the number of workweeks worked during the Release Period. **100% of the PAGA payments are considered penalties and will not be subject to local, state or federal tax withholdings.** All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 their portion of the settlement if deemed required by the settlement administrator (in compliance with IRS guidelines).

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be transmitted to the LWDA.

(c) Attorneys' Fees and Costs and Service Payment.

Within five (5) calendar days of receipt of the Settlement Sum by the settlement administrator from Defendant, the settlement administrator shall pay the \$21,397.35 allocated to attorneys' fees and costs to Plaintiff's Counsel and the \$5,000 allocated to Plaintiff Romo Ramos' general release payment to Plaintiff Romo Ramos.

(d) Settlement Administrator Expenses.

Within five (5) calendar days following the mailing of settlement checks to the Aggrieved Employees, the settlement administrator shall pay itself up to the \$3,000 allocated to it for administration fees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendant of any violations of Plaintiff's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Section 4.04 Confidentiality. Parties and attorneys will keep the settlement confidential through the approval process. Thereafter, the parties will agree to make no comments to the media or otherwise publicize the terms of the settlement. Plaintiff and his counsel may communicate with the Court, the LWDA, and other Aggrieved Employees about the settlement after the approval motion is filed with the Court.

Article V.

Release and Waiver of Claims.

Section 5.01 Release by Aggrieved Employees.

Upon entry of the Order approving payment of the PAGA penalties as described in this Agreement, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

Section 5.02 General Release by Plaintiff Romo Ramos.

Plaintiff and Defendant agree that this Agreement includes a general release for any and all individual claims of Plaintiff Obed Romo Ramos. Upon the Effective Date, and subject to Defendant's full payment of the Settlement Sum, Plaintiff fully releases and discharges the Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before full execution of this Agreement, that Plaintiff now has or claims

to have, or which Plaintiff at any time heretofore had or claimed to have, or which Plaintiff at any time hereafter may have or claim to have, arising out of or related to any act, omission, event, fact or other thing that existed or occurred through execution of this Agreement and subject to the approval of the Agreement as required by the Court and other conditions set forth herein. Without limiting the generality of the foregoing, and in addition to the foregoing, Plaintiff specifically and expressly releases to the maximum extent permitted by law any claims against the Released Parties, including, but not limited to any claims under the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the federal Family and Medical Leave Act; the California Family Rights Act; the Americans With Disabilities Act; the National Labor Relations Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as Claims arising out of or related to violations of the provisions of the California Labor Code; the California Government Code; the California Business & Professions Code, including Business & Professions Code Section 17200 et seq.; state and federal wage and hour laws; breach of contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery; false imprisonment; wrongful termination; and any other state or federal law, rule, or regulation. Plaintiff's settlement and release of claims shall be in accordance with the terms of this Agreement. This release by Plaintiff includes a waiver of his rights under Civil Code Section 1542, which states: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**" Plaintiff will not seek any further compensation for any other claimed damages, costs, attorneys' fees or other amounts in connection with the matters encompassed in this Agreement or released by Plaintiff, except that Plaintiff's counsel may seek attorneys' fees and costs for the resolution of claims as set forth herein.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, in person or electronically, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorney's fees and costs.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

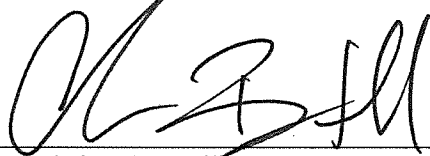
Section 6.11 Continuing Jurisdiction.

The Parties agree that this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement until it is fully performed.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

MEADOWOOD RESORT, LLC



By: Chris Birdwell, Secretary

DATE: March 3, 2022

DATE: _____, 2022

Obed Romo Ramos

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IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

MEADOWOOD RESORT, LLC

DATE: _____, 2022

By: _____
[insert name and title]

DATE: Mar 3, 2022
_____, 2022



Obed Romo Ramos

Document ID: W435686L

signrequest@liberationlawgroup.com

Document name:

Romo Ramos PAGA Settlement Agreement FINAL.pdf

SHA256 security hash:

053362cc3e6a5184840771c3b7cf7dd7cf27147f9f05cd15b3bca5bb2be22424

Sent on:

March 3, 2022, 3:32 p.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of
(signrequest@liberationlawgroup.com)

To:

obedromo90@gmail.com

Subject:

signrequest@liberationlawgroup.com has sent you a
SignRequest

Message:

Please sign this document.

Kind regards,

signrequest@liberationlawgroup.com

IP address:

201.203.6.17

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36
(KHTML, like Gecko) Chrome/98.0.4758.102 Safari/537.36 Edg/
98.0.1108.62

signrequest@liberationlawgroup.com

Email address verification:

Verified by SignRequest

obedromo90@gmail.com

Email address verification:

Verified by SignRequest

Text added, page 9:

Mar 3, 2022

Signature added, page 9:



IP address:

73.252.179.22

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 15_3_1 like Mac OS X)
AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.3
Mobile/15E148 Safari/604.1

Document signed:

March 3, 2022, 3:37 p.m. (UTC)

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2022

LIBERATION LAW GROUP, P.C.

By _____
Arlo Garcia Uriarte, Esq.
Attorney for Plaintiff

Dated: March 3, 2022

DICKENSON PEATMAN & FOGARTY P.C.


By _____
Jennifer Douglas, Esq.
Marissa Buck, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

OBED ROMO RAMOS, AND ON
BEHALF OF ALL AGGRIEVED
EMPLOYEES,

Plaintiffs,

v.

MEADOWOOD RESORT, LLC and
DOES 1 through 10,

Defendants.

Case No. 20CV000685

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a California, non-exempt kitchen, banquette, and/or restaurant employee of Meadowood Resort, LLC (“Defendant”) from July 23, 2019 to July 23, 2020 (“Aggrieved Employee”).

On July 23, 2020, Plaintiff Obed Romo Ramos (the “Plaintiff”) commenced a lawsuit in Napa County Superior Court, Case No. 20CV000685 (the “Lawsuit”) to recover civil penalties. Mr. Romo Ramos alleges in the lawsuit that Defendant violated various Labor Code sections by failing to provide meal and rest periods or premium compensation in lieu thereof, failing to issue accurate wage statements, failing to pay all wages including overtime compensation, and failing to timely pay wages due at separation of employment. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denied Plaintiff’s allegations and disputed all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon entry of the Order approving payment of the PAGA penalties as described in the Settlement Agreement, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties (defined as Defendant Meadowood Resort, LLC and its former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives) from the Released Claims (defined as any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to the following alleged violations that arose during the Release Period (defined as the time period from July 23, 2019 to July 23, 2020): failing to provide meal and rest periods or premium compensation in lieu thereof, failing to issue accurate wage statements, failing to pay all wages including overtime compensation, and failing to timely pay wages due at separation of employment.

If you have any questions, please contact Arlo Uriarte, Liberation Law Group, P.C., counsel for Plaintiff, at (415) 695-1000.

EXHIBIT B

DECLARATION OF BOB SHIMER

I, Bob Shimer, declare:

1. I am over the age of eighteen and am not a party to this action. If called to testify regarding the following matters, I could and would testify to the following facts based upon my personal knowledge, or where stated, on information and belief.

2. I am the Director of Human Resources for Defendant Meadowood Resort, LLC (“Meadowood”) and have been in my current position for the past eight years.

3. I am aware of the litigation filed by Obed Romo Ramos (the “Plaintiff”) against Meadowood and as part of the litigation I was deposed by Plaintiff’s counsel as the person most knowledgeable for Meadowood.

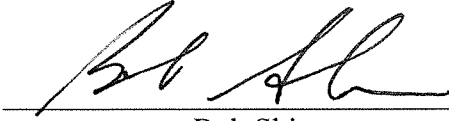
4. In or around the end of March 2020, Meadowood was forced to shut down its business due to the lockdown measures in Napa County in response to the COVID-19 pandemic. Meadowood laid off the majority of its employees at that time and only kept those whose positions were critical to keeping the business running at its very limited capacity.

5. In or around July 2020, Meadowood was able to partially reopen the resort. Meadowood brought back some of the employees that had been previously laid off, however, the resort was still operating at a limited capacity compared to pre-pandemic operations.

6. In or around October 2020, the Glass Fire burned through the Deer Park region in Napa County and severely damaged the Meadowood property, including completely burning down the Restaurant at Meadowood. Following the Glass Fire, Meadowood again had to shut down the its operations and laid off the majority of its employees through the end of the year.

7. Throughout 2020, Meadowood was only open at full capacity from January through the end of March and then at limited capacity from mid-July to the end of October. The forced closures of Meadowood as well as the damage from the Glass Fire negatively impacted the company’s financial situation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on Dec 1, 2021 in Napa, California.



Bob Shimer

EXHIBIT C

EXHIBIT C

Table of Hours Worked and Attorney's Fees

Litigation Stage	Hours	Attorney's Fees
Investigation	12.4	\$3,012.00
Data Analysis	10.5	\$1,890.00
Pleadings	15.4	\$5,640.00
Discovery	142.5	\$42,680.00
Pre-Trial	28.3	\$6,426.00
PAGA Approval	20.4	\$9,790.00
TOTAL:		\$69,438.00

Timekeeper	Rate	Attorney's Fees
Arlo Garcia Uriarte	\$550.00 and \$600.00	\$34,025.00
Nick Aguilar	\$350.00	\$1,575.00
Jonathan Rebong	\$200 and \$320.00	\$20,364.00
Alejandro Quiros	\$200.00	\$3,800.00
Jordan Cada	\$200.00	\$1,060.00
Kristoffer Solomon	\$180.00	\$1,890.00
Ivette Olguin	\$160.00	\$5,376.00
Andrea Ortiz	\$160.00	\$756.00
Vicent Uriarte	\$160.00	\$592.00
TOTAL:		\$69,438.00

EXHIBIT D

INVOICE

Superior Court of California
County of Napa
Romo Ramos v. Meadowood Resort, LLC
Case No. 20CV000685
Plaintiff Obed Romo Ramos

Expense Detail

Date	Description	Quantity	Rate	Total
1/30/2019	4 226 letters Copying	16	\$0.15	\$2.40
1/30/2019	Scanned Intake Notes Scanning	7	\$0.15	\$1.05
1/30/2019	4 226 letters Postage	4	\$0.67	\$2.68
12/6/2019	Welcome Letter Postage	1	\$0.50	\$0.50
12/6/2019	Welcome Letter Copying	2	\$0.15	\$0.30
1/15/2020	226 Docs Scanning	74	\$0.15	\$11.10
1/30/2020	Scan Scanning	6	\$0.15	\$0.90
2/11/2020	Scanning	72	\$0.15	\$10.80
2/20/2020	Ltr requesting additional records Copying	2	\$0.15	\$0.30
3/2/2020	Client Paystubs + other client evidence Scanning	34	\$0.15	\$5.10
3/13/2020	Scanning	9	\$0.15	\$1.35
7/10/2020	RTS Service to Defendants Copying	6	\$0.15	\$0.90
7/10/2020	RTS Service to Defendants via Cert. Mail Postage	1	\$6.95	\$6.95
7/22/2020	Scanned Arb Agreement Scanning	4	\$0.15	\$0.60

Date	Description	Quantity	Rate	Total
7/23/2020	Civil Case Cover Sheet, Summons, Complaint (Unlimited) One Legal Fees Court Fees	1	\$464.56	\$464.56
7/23/2020	Civil Case Cover Sheet, Summons, Complaint (Unlimited) One Legal Fees E124 - Other	1	\$9.95	\$9.95
7/27/2020	Endorsed Complaint Copying	28	\$0.15	\$4.20
8/4/2020	Proof of Service of Summons/ Complaint, Proof of Service of Summons/ Complaint One Legal Fees E124 - Other	1	\$15.09	\$15.09
8/5/2020	Western Attorneys Services- Meadowood Resort LLC Courier/messenger	1	\$243.75	\$243.75
8/5/2020	Western Attorneys Services- Pan Atlantic Consultants, Inc. Courier/messenger	1	\$139.75	\$139.75
8/6/2020	Western Attys Invoice Copying	1	\$0.15	\$0.15
8/10/2020	Pan Atlantic Business Search Copying	2	\$0.15	\$0.30
8/17/2020	Certified Mail for Notice of Ack. Postage	1	\$7.80	\$7.80
8/17/2020	Notice of Ack. - Self Address Envelope Postage	1	\$0.50	\$0.50
8/17/2020	Notice of Ack. Copying	22	\$0.15	\$3.30
8/17/2020	Notice of Ack. Scanning	1	\$0.15	\$0.15
9/11/2020	One Legal Filing Charge 15180132 (POS of Summons- Pan Atlantic filed 9.11.20) Filing Fee	1	\$15.09	\$15.09
9/11/2020	POS of Summons Copying	2	\$0.15	\$0.30

Date	Description	Quantity	Rate	Total
9/11/2020	Proof of Service of Summons/Complain One Legal Fees E124 - Other	1	\$15.09	\$15.09
9/11/2020	POS of Summons Scanning	2	\$0.15	\$0.30
10/17/2020	LTr to Obed RE Verifications with pre- stamped envelope Postage	2	\$0.50	\$1.00
10/17/2020	Ltr to Obed with Verifications and pre- stamped envelope Copying	4	\$0.15	\$0.60
11/24/2020	One Legal Dismissal E124 - Other	1	\$15.09	\$15.09
12/1/2020	One Legal Fees For Nov 2020 Date of Charge: 11/23/2020 Dismissal E124 - Other	1	\$15.09	\$15.09
1/1/2021	Westlaw - Dec 2020 Date of Charge: 12/07/2020 & 12/09/2020 E124 - Other	1	\$3.27	\$3.27
1/1/2021	Westlaw - Dec 2020 Date of Charge: 12/02/2020 E124 - Other	1	\$12.06	\$12.06
1/4/2021	Court Call Court Fees	1	\$94.00	\$94.00
1/13/2021	Copies of Exhibits for PMK depo Copying	137	\$0.15	\$20.55
1/13/2021	Exhibits for Depo #1 Scanning	64	\$0.15	\$9.60
1/13/2021	Exhibits for Depo #2 Scanning	62	\$0.15	\$9.30
4/18/2021	US Legal Support E124 - Other	1	\$676.95	\$676.95
5/1/2021	Westlaw April 2021 E124 - Other	1	\$13.69	\$13.69
5/1/2021	Westlaw April 2021 E124 - Other	1	\$17.38	\$17.38

Date	Description	Quantity	Rate	Total
5/31/2021	Printing Copying	26	\$0.15	\$3.90
6/1/2021	Westlaw May 2021 E124 - Other	1	\$20.32	\$20.32
8/10/2021	Simpliris Invoice#121741 paid through Amex 8/10 E124 - Other	1	\$230.00	\$230.00
11/4/2021	One Lega Fee Credit Sale#03643481 dated 11/4 Notice paid through Amex E124 - Other	1	\$14.41	\$14.41
11/10/2021	Mailed copy of Notice of Settlement to OC Copying	2	\$0.15	\$0.30
11/10/2021	Mailed copy of Notice of Settlement to OC Postage	1	\$0.53	\$0.53
11/10/2021	One Legal Fee Credit Sale#03658345 dated 11/10 Notice: Settlement paid through Amex E124 - Other	1	\$17.65	\$17.65
12/14/2021	Scanned Notice from Court Scanning	1	\$0.15	\$0.15
1/31/2022	Printing E102 - Outside printing	26	\$0.15	\$3.90
3/2/2022	Depo of PMK - Robert Shimer E115 - Deposition transcripts	1	\$460.60	\$460.60
3/2/2022	Depo of PMK - Alejandro Ayala E115 - Deposition transcripts	0	\$0.00	\$467.20
			Expenses Total	\$3,072.75