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Attorneys for Plaintiff
YURALIS PENA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

YURALIS PENA, an individual, for the real
party in interest, the State of California

Plaintiff,

v.

SOUTH COUNTY ORAL
MAXILLOFACIAL SURGERY;
EASTLAKE SURGERY CENTER; and
DOES 1 through 50,

Defendants.

Case No. 37-2020-00029759-CU-OE-CTL

Judge: Hon. Gregory W Pollack
Dept.: C-71

**DECLARATION OF ALEX ASIL MASHIRI
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED EX PARTE NOTICE AND EX
PARTE APPLICATION FOR APPROVAL
OF PAGA SETTLEMENT**

Judge: Hon. Gregory W Pollack
Dept.: C-71
Date: July 22, 2021
Time: 9:00 a.m.

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DECLARATION OF ALEX ASIL MASHIRI

I, Alex Asil Mashiri, declare and state as follows:

1. I am an attorney duly licensed to practice law before all of the courts of the State of California.

2. My co-counsel, Mr. Tamim Jami, and I, represent Plaintiff Yuralis Pena ("Plaintiff") in the above referenced case which was filed against Defendants South County Oral Maxillofacial Surgery and Eastlake Surgery Center.

3. I am familiar with the facts and proceedings of this case and if called as a witness, I could and would competently testify to the following facts on my own personal knowledge.

4. This declaration is submitted in support of PLAINTIFF'S UNOPPOSED EX PARTE NOTICE AND EX PARTE APPLICATION FOR APPROVAL OF PAGA SETTLEMENT.

5. I was sworn in to practice in the State of California in June 2012, and received my Juris Doctor from Thomas Jefferson School of Law, Magna Cum Laude, where I received a Dean's Scholarship.

6. During law school, I externed with Associate Justice Judith L. Haller at the California Court of Appeal, Fourth District, Division One, and with Judges Robert J. Kearney and Runston Maino at the Superior Court of the State of California, County of San Diego.

7. Since becoming an attorney, I have filed and litigated a substantial number of civil cases both in federal and state court, including class action and representative cases, in the area of employment and consumer law.

8. I have personally represented thousands of individuals in several class and representative actions (Private Attorneys General Act) prosecuting wage and hour claims as well as consumer claims. In seven of those cases, I was able to secure class certification and final approval. (See *Diego vs. JMS Properties LLC*, San Diego Superior Court Case No. 37-2013-00056177-CU-OE-CTL; *Medina v. vs. Mission Hills Health Care Inc.*, San Diego Superior Court Case No. 37-2014-00018988-CU-OE-CTL; *Haji v. be.group*, San Diego Superior Court Case No. 37-2017-

00025918-CU-OE-CTL; *Gamberg v. Five Guys Operations LLC*, San Diego Superior Court Case No. 37-2017-00040515-CU-OE-CTL; *Lizarraga v. Europa Auto Imports Inc.*, San Diego Superior Court Case No. 37-2018-00058131-CU-OE-CTL; *Ortiz v. Caraustar Industries, Inc.*, San Bernardino Superior Court Case No. CIV-DS1910308; *Campbell v. Fortunebuilders Inc.*, San Diego Superior Court Case No. 37-2019-00035583-CU-OE-CTL. Additionally, I was appointed class counsel in federal court on a contested motion for class certification. (*Magallon v. Vital Recovery Services, LLC*. (S.D.Cal. Mar.15, 2018) 2018 WL 1336291, Case No. 16-CV-02971-JAH-BLM.) The United States District Court for the Southern District of California in *Magallon* subsequently granted final approval of the class action settlement.

9. My practice is limited almost exclusively to litigation focusing on the representation of employees in wage and hour and consumer class-action matters, although I do handle a small amount of personal injury and other individual consumer matters.

10. My hourly rate in this case is \$475.00. My rate of \$450.00 per hour was approved over a year ago in *Lizarraga v. Europa Auto Imports Inc.*, San Diego Superior Court Case No. 37-2018-00058131-CU-OE-CTL; *Ortiz v. Caraustar Industries, Inc.*, San Bernardino Superior Court Case No. CIV-DS1910308; *Campbell v. Fortunebuilders Inc.*, San Diego Superior Court Case No. 37-2019-00035583-CU-OE-CTL. The rates charged by knowledgeable and experienced attorneys in the field of employment law in San Diego County, generally range from approximately \$400 per hour at the low end of the scale to approximately \$895 per hour at the high end of the scale for an attorney of my skill and experience. My hourly rate of \$475.00 is at the low end of the prevailing hourly rates and consistent with noted sources, such as the Westlaw Court Express' Legal Billing Report, Volume 17, Number 3, California Region for Dec. 2015, indicating that the law firms' ordinary hourly rates for attorneys with 4 to 9 years' experience are anywhere between \$390 to \$825. A true and correct copy of the Report is attached hereto as **Exhibit 1**. My rate is also much lower than the 2020-2021 Laffey Matrix, which indicates an hourly rate of \$672 for attorneys with 8 to 10 years' of experience. A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 2**. Since most plaintiffs cannot pay for my services on an hourly basis, I represent virtually all of my wage and hour employment clients (plaintiffs) on a contingency fee basis.

1 Pursuant to this arrangement, I am not compensated for my time unless and until I prevail at trial or
2 successfully settle my client's case. Because I am taking the risk that I will not be reimbursed for
3 my time and expenses incurred unless my client settles or wins his or her case, I generally cannot
4 afford to represent clients for less than my hourly rate.

5 11. I spent in excess of 40 hours on this case which includes, but is not limited to,
6 drafting the PAGA notice to the LWDA, preparing and reviewing the pleadings, reviewing and
7 analyzing each plaintiff's payroll records and employment file, meetings and conference calls with
8 my co-counsel, Mr. Jami, regarding the factual and legal issues in this case, email exchanges with
9 defense counsel, several telephone calls with defense counsel, conducting legal research as to the
10 claims in dispute, drafting (but not serving) written discovery, engaging in settlement
11 communications with defense counsel, reviewing and revising the PAGA settlement agreement,
12 preparing and filing ex parte application for PAGA settlement approval and all supporting
13 documents, among other tasks. The time I spent on this case was necessary—separate and apart—
14 from the time Mr. Jami spent on this case.

15 12. I, together with Mr. Jami, undertook the representation of Plaintiff in this litigation
16 at great financial risk, because I believed that Plaintiff, and other aggrieved employees, had been
17 wronged and their rights under the wage and hour laws of this state had been violated.

18 13. On June 21, 2020, after drafting the statutorily required notice, my office sent the
19 PAGA Notice to the California Labor and Workforce Development Agency ("LWDA") and
20 Defendant, declaring Plaintiff's intent to proceed with the enumerated Labor Code claims on behalf
21 of herself and all other aggrieved employees against Defendants.

22 14. Mr. Jami's office also requested Plaintiff's employment/personnel file from
23 Defendants. In response, Defendants produced records including, among other things, wage
24 statements and time records for Plaintiff. Mr. Jami and I, reviewed these documents and conducted
25 a detailed analysis of Plaintiff's wage and hour claims. My office also conducted legal research on
26 the various potential legal issues.

27 15. On August 25, 2020, Plaintiff filed her complaint under the PAGA in this matter.
28 The complaint asserts a claim for civil penalties for violation of Labor Codes sections 201, 202,

203, 204, 226, 226(c), 226(a)(1)-(a)(9), 226.3, 227.3, 510, 558, 1194, 1197, 2802 and 2699 et seq.

16. Between September 2020 and December 2020, I communicated with defense counsel both via email and telephone about the claims in this case. The parties ultimately decided to engage in good faith settlement discussions amongst ourselves for the sole purpose of short-circuiting protracted litigation, and incurring any additional fees and costs.

17. Given the nature of the case, and the fact that there were only about 11 employees (current and former) who were affected by the alleged violations, Defendants, through counsel, engaged an expert witness CPA firm to review the payroll data. The information was then provided to us.

18. Based on the information provided by defense counsel, Mr. Jami and I were able to evaluate the case, prepare risk assessment and litigation cost estimates. I then provided a settlement demand to defense counsel and engaged in detailed settlement discussions surrounding potential liability and civil penalty exposure.

19. Defense counsel and I, engaged in numerous rounds of settlement discussions spanning the course of three months. Ultimately the Parties agreed to settle this matter for \$47,000.00 which is a great settlement, considering that there are only 11 aggrieved employees.

20. The Parties subsequently entered into a long-form settlement agreement (“Settlement Agreement”) outlining the terms of the Parties’ agreement. A copy of the Settlement Agreement is attached herewith as **Exhibit 3**. A copy of the Settlement Agreement was provided to the LWDA on May 25, 2021.

21. The gross settlement amount is \$47,000.00. The proposed PAGA civil penalties are \$27,781.25, of which 75% (or \$20,835.94,) will be paid to the LWDA and the remaining 25% (or \$6,945.31,) will be allocated to the approximately 11 PAGA Represented Employees. (*Id.*) Of the remaining balance, Plaintiff plans to allocate \$1,218.75 towards litigation costs incurred in this case. Plaintiff plans to allocate the remaining amount of \$18,000.00 towards Plaintiff’s attorneys’ fees incurred as a result of this PAGA lawsuit. In addition to the proposed monetary settlement, defense counsel informed us that Defendants have already taken affirmative steps to both cure and avoid any of the alleged violations.

1 22. Based on my professional experience in handling wage and hour PAGA
2 representative and class action matters, find the proposed PAGA settlement to be fair, reasonable,
3 and adequate.

4 23. I have incurred the following costs:

LWDA Filing Fee	\$75.00
File Set Up Fee & Materials	\$75.00
Service of Process	\$120.00
CourtCall Costs	\$95.00
Total Costs:	\$355.00

8 24. My office spent \$75 in costs for filing an LWDA notice for Plaintiff.

9 25. My office charges an initial set up fee of \$75.00 for every case we sign up.

10 26. The requested amount for costs is conservative as I incurred additional costs—for
11 which I am not seeking reimbursement—for things like travel expenses, mailing, and
12 telephone/facsimile expenses.

13 27. In sum, my office incurred \$355.00 in costs and Mr. Jami's office incurred \$863.75
14 in costs. The total cost incurred in this case are \$1,218.75. The costs incurred are ordinary and
15 necessary.

16 Except as to those matters made upon information and belief, I declare under penalty of
17 perjury under the laws of the State of California that the foregoing is true and correct.

18 Executed on June 25, 2021 at San Diego, California.

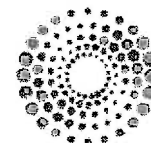
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21 ALEX ASIL MASHIRI, DECLARANT
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EXHIBIT 1

LEGAL BILLING REPORT

By Region. By Firm

Volume 17, Number 3
December 2015



THOMSON REUTERS

California Region

Firm **Snell & Wilmer**

Firm Size: 419 Firm Rank 104

Court Name Arizona
Case Name Xhibit Corp., et al.,
Case Number 2:15-bk-00679-BKM

For fee applications
1/22/2015 through 9/11/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Eric S. Pezold	Partner	CA	2004	2004	\$520	0.10	\$52.00
Total:						<u>0.10</u>	<u>\$52.00</u>

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name California Central
Case Name State Fish Co., Inc
Case Number 2:15-bk-11084-SK

For fee applications
6/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kenneth Klee	Partner	CA	1974	1975	\$1,300	0.20	\$260.00
David Stern	Partner	CA	1975	1975	\$1,080	189.50	\$204,660.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	137.10	\$148,068.00
Maria Scountas Argiropoulos	Partner	CA	2006	2006	\$675	25.20	\$17,010.00
Colleen M. Keating	Counsel	CA	2008	2008	\$650	111.20	\$72,280.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	525.00	\$249,375.00
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	9.50	\$4,180.00
Sasha M. Gurvitz	Associate	CA	2014	2014	\$395	40.80	\$16,116.00
Total:						<u>1038.50</u>	<u>\$711,949.00</u>

Firm **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name Delaware
Case Name Optim Energy, LLC, et al,
Case Number 14-10262 (BLS)

For fee applications
2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Joe R. Hull	Partner	CA	1969	1969	\$790	0.60	\$474.00
Total:						<u>0.60</u>	<u>\$474.00</u>

Firm **Brown Rudnick LLP**

Firm Size: 184 Firm Rank 211

Court Name Delaware
Case Name Corinthian Colleges Inc.
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Ronald Rus	Partner	CA	1975	1975	\$880	1.50	\$1,320.00
Lauren E. Curry	Partner	CA	2010	2010	\$730	78.90	\$57,597.00
Total:						<u>80.40</u>	<u>\$58,917.00</u>

California Region

Firm Cooley LLP

Firm Size: 613 Firm Rank 63

Court Name Delaware

For fee applications

Case Name RS Legacy Corporation

6/1/2015 through 10/7/2015

Case Number 15-10197 (BLS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Seth A. Raffin	Partner	CA	1998	1998	\$810	0.50	\$405.00
Janet D. Gertz	Associate	CA	2004	2004	\$755	14.60	\$11,023.00
Shannon L. Sorrells	Associate	CA	2011	2011	\$595	2.80	\$1,666.00
Total:						<u>17.90</u>	<u>\$13,094.00</u>

Firm Gibson Dunn & Crutcher, LLP

Firm Size: 1039 Firm Rank 21

Court Name Delaware

For fee applications

Case Name ENERGY FUTURE HOLDINGS CORP

8/1/2015 through 8/31/2015

Case Number 14-10979 (CSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew Bouslog	Associate	CA	2011	2011	\$625	5.10	\$3,187.50
Total:						<u>5.10</u>	<u>\$3,187.50</u>

Firm Kirkland & Ellis LLP

Firm Size: 1442 Firm Rank 13

Court Name Delaware

For fee applications

Case Name ENERGY FUTURE HOLDINGS CORP

8/1/2015 through 8/31/2015

Case Number 14-10979 (CSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Mike Beinus	Partner	CA	1999	1999	\$1,220	3.10	\$3,782.00
Mark E. McKane	Partner	CA	1997	1997	\$1,025	198.50	\$203,462.50
Christopher Keegan	Partner	CA	2002	2002	\$855	75.50	\$64,552.50
Michael Esser	Associate	CA	2009	2009	\$825	213.40	\$176,055.00
Alexander Davis	Associate	CA	2012	2012	\$710	192.60	\$136,746.00
Justin Sowa	Associate	CA	2013	2013	\$710	199.70	\$141,787.00
Austin Klar	Associate	CA	2013	2013	\$635	35.00	\$22,225.00
Sarah Stock	Associate	CA	2013	2013	\$635	121.60	\$77,216.00
Anna Terteryan	Associate	CA	2014	2014	\$555	241.80	\$134,199.00
James Barolo	Associate	CA	2014	2014	\$555	108.60	\$60,273.00
Kevin Chang	Associate	CA	2014	2014	\$555	170.80	\$94,794.00
Total:						<u>1560.60</u>	<u>\$1,115,092.00</u>

California Region

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name Delaware

Case Name SEAL123, INC., et al.

Case Number 15-10081 (CSS)

For fee applications

7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Lee Bogdanoff	Partner	CA	1985	1985	\$1,080	7.30	\$7,884.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	37.10	\$40,068.00
David Fidler	Partner	CA	1997	1998	\$850	12.70	\$10,795.00
Robert J. Pfister	Partner	CA	2001	2001	\$795	0.20	\$159.00
David M. Guess	Partner	CA	2005	2005	\$695	67.30	\$46,773.50
Maria Sountas Argiropoulos	Partner	CA	2006	2006	\$675	1.70	\$1,147.50
Justin D. Yi	Partner	CA	2009	2009	\$625	0.80	\$500.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	34.70	\$16,482.50
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	12.40	\$5,456.00
Total:						<u>174.20</u>	<u>\$129,265.50</u>

Firm **Morrison & Foerster LLP**

Firm Size: 1025 Firm Rank 22

Court Name Delaware

Case Name ENERGY FUTURE HOLDINGS CORP

Case Number 14-10979 (CSS)

For fee applications

8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Clara Lim	Associate	CA	2012	2012	\$635	39.80	\$25,273.00
Chika Arakawa	Associate	CA	2013	2013	\$495	8.30	\$4,108.50
Total:						<u>48.10</u>	<u>\$29,381.50</u>

California Region

Firm **Munger Tolles & Olson LLC**

Firm Size: 181 Firm Rank 216

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John W. Spiegel	Partner	CA	1977	1977	\$1,065	36.30	\$38,659.50
Thomas B. Walper	Partner	CA	1980	1980	\$1,065	184.05	\$196,013.25
Stephen D. Rose	Partner	CA	1991	1991	\$960	29.20	\$28,032.00
Todd J. Rosen	Partner	CA	1999	1999	\$875	53.20	\$46,550.00
Jay M. Fujitani	Partner	CA	1984	1984	\$830	92.50	\$76,775.00
Kevin S. Allred	Partner	CA	1986	1986	\$830	94.50	\$78,435.00
Seth Goldman	Partner	CA	2002	2002	\$750	154.70	\$116,025.00
Bradley R. Schneider	Of Counsel	CA	2004	2004	\$680	115.10	\$78,268.00
Emily A. Bussigel	Associate	CA	2010	2010	\$635	184.80	\$117,348.00
Sam Greenberg	Associate	CA	2010	2010	\$615	61.70	\$37,945.50
Alex D. Terepka	Associate	CA	2012	2012	\$510	89.40	\$45,594.00
Andrea M. Weintraub	Associate	CA	2013	2013	\$510	68.30	\$34,833.00
Sara N. Taylor	Associate	CA	2012	2012	\$510	70.40	\$35,904.00
Peter E. Boos	Associate	CA	2014	2014	\$395	11.40	\$4,503.00
Total:						<u>1245.55</u>	<u>\$934,885.25</u>

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank 16

Court Name Delaware
Case Name Colt Holding Company
Case Number 15-11296 (LSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John-Paul Motley	Partner	CA	1999	1999	\$930	6.70	\$6,231.00
Sarah Hoffner	Counsel	CA	2004	2004	\$755	11.20	\$8,456.00
Jeeho Lee	Counsel	CA	2007	2007	\$745	5.00	\$3,725.00
Joannah Caneda	Associate	CA	2015	2015	\$460	4.90	\$2,254.00
Christopher Martin	Associate	CA	2014	2014	\$415	1.20	\$498.00
Joseph Zujkowski	Counsel	CA	2008	2008	\$390	183.60	\$71,604.00
Total:						<u>212.60</u>	<u>\$92,768.00</u>

California Region

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name DDMG Estate
Case Number 12-12568(BLS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Debra I. Grassgreen	Partner	CA	1991	1994	\$925	1.30	\$1,202.50
William Ramseyer	Of Counsel	CA	1980	1980	\$650	1.10	\$715.00
Total:						<u>2.40</u>	<u>\$1,917.50</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name ICL Holdings Company, INC
Case Number 12-13319

For fee applications
6/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	7.60	\$4,940.00
Total:						<u>7.60</u>	<u>\$4,940.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name NE OPCO Inc
Case Number 1:13-BK-11483

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Partner	CA	1983	1983	\$925	0.20	\$185.00
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	1.30	\$845.00
William Ramseyer	Of Counsel	CA	1980	1980	\$650	2.10	\$1,365.00
Total:						<u>3.60</u>	<u>\$2,395.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Of Counsel	CA	1983	1983	\$925	0.40	\$370.00
Jeffrey Pomerantz	Partner	CA	1989	1989	\$895	0.90	\$805.50
Shirley S. Cho	Of Counsel	CA	1997	1997	\$750	13.10	\$9,825.00
Total:						<u>14.40</u>	<u>\$11,000.50</u>

California Region

Firm **Pachulski Stang Ziehl Young Jones & Wei**

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SS Body Armor I, INC
Case Number 10-11255-(PJW)

For fee applications
9/1/2014 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Alan J. Kornfeld	Partner	CA	1987	1987	\$925	8.90	\$8,232.50
Andrew Caine	Of Counsel	CA	1983	1983	\$895	0.20	\$179.00
David J. Barton	Partner	CA	1981	1981	\$850	0.30	\$255.00
David M. Bertenthal	Partner	CA	1989	1993	\$850	10.00	\$8,500.00
Maxim B. Litvak	Partner	CA	2001	2001	\$775	1.70	\$1,317.50
Joshua M. Fried	Partner	CA	2006	2006	\$725	2.80	\$2,030.00
Jonathan Kim	Of Counsel	CA	1995	1995	\$665	0.80	\$532.00
Elissa Wagner	Of Counsel	CA	2000	2001	\$625	46.60	\$29,125.00
William Ramseyer	Of Counsel	CA	1980	1980	\$625	2.40	\$1,500.00
Total:						<u>73.70</u>	<u>\$51,671.00</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name MolyCorp, Inc
Case Number 15-11357 (CSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Leslie A. Plaskon	Partner	CA	1988	1988	\$1,150	111.10	\$127,765.00
Peter Burke	Partner	CA	1996	1996	\$975	3.90	\$3,802.50
Daniel C. Tola	Associate	CA	2013	2013	\$550	20.50	\$11,275.00
Kevin Kraft	Associate	CA	2014	2014	\$495	4.80	\$2,376.00
Total:						<u>140.30</u>	<u>\$145,218.50</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy L. Abell	Partner	CA	1979	1979	\$995	0.90	\$895.50
Stephen D. Cooke	Partner	CA	1985	1985	\$973	0.30	\$292.13
Total:						<u>1.20</u>	<u>\$1,187.63</u>

California Region

Firm Quinn Emanuel Urquhart & Sullivan, LLP

Firm Size: 647 Firm Rank 58

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Benjamin Finestone	Partner	CA	2004	2005	\$840	11.20	\$9,408.00
Katherine Scherling	Associate	CA	2008	2010	\$735	211.50	\$155,452.50
Randa Osman	Partner	CA	1990	1990	\$695	47.20	\$32,804.00
Total:						<u>269.90</u>	<u>\$197,664.50</u>

Firm Robins Kaplan LLP

Firm Size: 250 Firm Rank 0

Court Name Delaware
Case Name Corinthian Colleges Inc
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Roman M. Silberfeld	Partner	CA	1995	1995	\$810	5.70	\$4,617.00
Howard Weg	Partner	CA	2014	2014	\$795	60.30	\$47,938.50
David B. Shernano	Partner	CA	2014	2014	\$675	17.00	\$11,475.00
Scott F. Gautier	Partner	CA	2014	2014	\$675	452.00	\$305,100.00
James P. Menton, Jr.	Partner	CA	2014	2014	\$650	17.40	\$11,310.00
Cynthia C. Hernandez	Associate	CA	2009	2009	\$470	397.90	\$187,013.00
Lorie A. Ball	Associate	CA	2014	2014	\$450	568.10	\$255,645.00
Amy Churan	Partner	CA	2001	2001	\$420	18.10	\$7,602.00
Total:						<u>1536.50</u>	<u>\$830,700.50</u>

Firm Torys LLP

Firm Size: 236 Firm Rank 0

Court Name Delaware
Case Name Nortel Networks Inc.
Case Number 09-10138

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Sheila Block	Partner	CA	1974	1974	\$1,090	9.10	\$9,919.00
Adam Slavens	Associate	CA	2007	2007	\$775	163.00	\$126,325.00
Total:						<u>172.10</u>	<u>\$136,244.00</u>

California Region

Firm **Cooley LLP**

Firm Size: 613 Firm Rank 63

Court Name Virginia Eastern

Case Name Health Diagnostic Laboratory, Inc.

Case Number 15-32919-KRH

For fee applications

6/7/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Aarti G. Reddy	Associate	CA	2010	2010	\$655	11.20	\$7,336.00
Amanda B. Pacheco	Associate	CA	2013	2013	\$470	3.30	\$1,551.00
Total:						<u>14.50</u>	<u>\$8,887.00</u>

West Region

Firm **Faegre Baker Daniels LLP**

Firm Size: 750 Firm Rank: 0

Court Name Colorado
Case Name ROBERT D. MORDINI, JR.,
Case Number 11-15491-ABC

For fee applications
9/1/2013 through 11/18/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Michael K. Bolton	Partner	CO	2001	2001	\$540	0.50	\$270.00
Brandan K. Oliver	Associate	CO	2010	2010	\$295	3.50	\$1,032.50
Total:						<u>4.00</u>	<u>\$1,302.50</u>

Firm **Greenberg Traurig LLP**

Firm Size: 1699 Firm Rank: 9

Court Name Delaware
Case Name ATLS Acquisition LLC
Case Number 13-10262 (PJW)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew L. Hinker	Associate	CO	2010	2010	\$635	2.30	\$1,460.50
Total:						<u>2.30</u>	<u>\$1,460.50</u>

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank: 16

Court Name Delaware
Case Name Colt Holding Company
Case Number 15-11296 (LSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Robert Blashek	Partner	CO	1977	1977	\$1,075	1.50	\$1,612.50
Peter Friedman	Partner	CO	1998	1998	\$935	107.00	\$100,045.00
Total:						<u>108.50</u>	<u>\$101,657.50</u>

Firm **Jenner & Block LLP**

Firm Size: 433 Firm Rank: 98

Court Name Alabama Northern
Case Name Walter Energy Inc
Case Number 15-02741-TOM11

For fee applications
7/15/2015 through 10/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Jarrell A. Cook	Associate	WA	2014	2014	\$460	10.00	\$4,600.00
Total:						<u>10.00</u>	<u>\$4,600.00</u>

West Region

Firm **Akin Gump Strauss Hauer & Feld LLP**

Firm Size: 790 Firm Rank 40

Court Name Delaware

Case Name Quicksilver Resources Inc

Case Number 15-10585(LSS)

For fee applications

7/1/2015 through 10/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew W. Kinskey	Associate	WA	2014	2014	\$430	115.10	\$49,493.00
Total:						<u>115.10</u>	<u>\$49,493.00</u>

Firm **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name Delaware

Case Name Optim Energy, LLC, et al,

Case Number 14-10262 (BLS)

For fee applications

2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy Jo Nelson	Partner	WA	1984	1984	\$975	28.60	\$27,885.00
Jacqueline Java	Counsel	WA	2000	2000	\$670	0.90	\$603.00
Jacqueline Java	Counsel	WA	2000	2000	\$650	54.50	\$35,432.63
Sandra Snyder	Associate	WA	2006	2006	\$529	106.80	\$56,583.71
Sandra Snyder	Associate	WA	2006	2006	\$520	2.30	\$1,196.00
Blake Urban	Associate	WA	2009	2009	\$481	5.10	\$2,455.50
Serena Rwejuna	Associate	WA	2013	2013	\$363	37.00	\$13,449.87
Total:						<u>235.20</u>	<u>\$137,605.71</u>

Firm **Foley & Lardner LLP**

Firm Size: 874 Firm Rank 31

Court Name Delaware

Case Name Universal Cooperatives Inc

Case Number 14-11187 (MFW)

For fee applications

8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Jack G. Haake	Associate	WA	2011	2011	\$315	12.40	\$3,906.00
Total:						<u>12.40</u>	<u>\$3,906.00</u>

Firm **Jones Day**

Firm Size: 2407 Firm Rank 3

Court Name Delaware

Case Name Molycorp, Inc

Case Number 15-11357 (CSS)

For fee applications

8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kent L. Killelea	Of Counsel	WA	1984	1984	\$750	5.30	\$3,975.00
Total:						<u>5.30</u>	<u>\$3,975.00</u>

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,300	0.2	\$260.00
Partner	Mike Beinus	Kirkland & Ellis LLP	1999	1999	CA	\$1,220	3.1	\$3,782.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,150	111.1	\$127,765.00
Partner	Sheila Block	Torys LLP	1974	1974	CA	\$1,090	9.1	\$9,919.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,080	189.5	\$204,660.00
Partner	Lee Bogdanoff	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	\$1,080	7.3	\$7,884.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,080	174.2	\$188,136.00
Partner	John W. Spiegel	Munger Tolles & Olson LLC	1977	1977	CA	\$1,065	36.3	\$38,659.50
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,065	184.05	\$196,013.25
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,025	198.5	\$203,462.50
Partner	Nancy L. Abell	Paul Hastings LLP	1979	1979	CA	\$995	0.9	\$895.50
Partner	Peter Burke	Paul Hastings LLP	1996	1996	CA	\$975	3.9	\$3,802.50
Partner	Stephen D. Cooke	Paul Hastings LLP	1985	1985	CA	\$973	0.3	\$292.13
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$960	29.2	\$28,032.00
Partner	John-Paul Motley	O'Melveny & Myers LLP	1999	1999	CA	\$930	6.7	\$6,231.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones & Weintraub	1987	1987	CA	\$925	8.9	\$8,232.50
Of Counsel	Andrew W. Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$925	0.6	\$555.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones & Weintraub	1994	1991	CA	\$925	1.3	\$1,202.50
Of Counsel	Andrew Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$895	0.2	\$179.00
Partner	Jeffrey Pomerantz	Pachulski Stang Ziehl Young Jones & Weintraub	1989	1989	CA	\$895	0.9	\$805.50
Partner	Ronald Rus	Brown Rudnick LLP	1975	1975	CA	\$880	1.5	\$1,320.00
Partner	Todd J. Rosen	Munger Tolles & Olson LLC	1999	1999	CA	\$875	53.2	\$46,550.00
Partner	Christopher Keegan	Kirkland & Ellis LLP	2002	2002	CA	\$855	75.5	\$64,552.50
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$850	12.7	\$10,795.00
Partner	David J. Barton	Pachulski Stang Ziehl Young Jones & Weintraub	1981	1981	CA	\$850	0.3	\$255.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones & Weintraub	1993	1989	CA	\$850	10	\$8,500.00
Partner	Benjamin Finestone	Quinn Emanuel Urquhart & Sullivan, LLP	2005	2004	CA	\$840	11.2	\$9,408.00
Partner	Jay M. Fujitani	Munger Tolles & Olson LLC	1984	1984	CA	\$830	92.5	\$76,775.00
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$830	94.5	\$78,435.00
Associate	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$825	213.4	\$176,055.00
Partner	Roman M. Silberfeld	Robins Kaplan LLP	1995	1995	CA	\$810	5.7	\$4,617.00
Partner	Seth A. Raffin	Cooley LLP	1998	1998	CA	\$810	0.5	\$405.00
Partner	Howard Weg	Robins Kaplan LLP	2014	2014	CA	\$795	60.3	\$47,938.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$795	0.2	\$159.00
Partner	Joe R. Hull	Bracewell & Giuliani LLP	1969	1969	CA	\$790	0.6	\$474.00
Associate	Adam Slavens	Torys LLP	2007	2007	CA	\$775	163	\$126,325.00
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2001	CA	\$775	1.7	\$1,317.50
Associate	Janet D. Gertz	Cooley LLP	2004	2004	CA	\$755	14.6	\$11,023.00
Counsel	Sarah Hoffner	O'Melveny & Myers LLP	2004	2004	CA	\$755	11.2	\$8,456.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$750	154.7	\$116,025.00
Of Counsel	Shirley S. Cho	Pachulski Stang Ziehl Young Jones & Weintraub	1997	1997	CA	\$750	13.1	\$9,825.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Counsel	Jeeho Lee	O'Melveny & Myers LLP	2007	2007	CA	\$745	5	\$3,725.00
Associate	Katherine Scherling	Quinn Emanuel Urquhart & Sullivan, LLP	2010	2008	CA	\$735	211.5	\$155,452.50
Partner	Lauren E. Curry	Brown Rudnick LLP	2010	2010	CA	\$730	78.9	\$57,597.00
Partner	Joshua M. Fried	Pachulski Stang Ziehl Young Jones & Weintraub	2006	2006	CA	\$725	2.8	\$2,030.00
Associate	Alexander Davis	Kirkland & Ellis LLP	2012	2012	CA	\$710	192.6	\$136,746.00
Associate	Justin Sowa	Kirkland & Ellis LLP	2013	2013	CA	\$710	199.7	\$141,787.00
Partner	David M. Guess	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$695	67.3	\$46,773.50
Partner	Randa Osman	Quinn Emanuel Urquhart & Sullivan, LLP	1990	1990	CA	\$695	47.2	\$32,804.00
Of Counsel	Bradley R. Schneider	Munger Tolles & Olson LLC	2004	2004	CA	\$680	115.1	\$78,268.00
Partner	David B. Shemano	Robins Kaplan LLP	2014	2014	CA	\$675	17	\$11,475.00
Partner	Maria Sountas Argiropoulos	Klee, Tuchin, Bogdanoff & Stern, LLP	2006	2006	CA	\$675	26.9	\$18,157.50
Partner	Scott F. Gautier	Robins Kaplan LLP	2014	2014	CA	\$675	452	\$305,100.00
Of Counsel	Jonathan Kim	Pachulski Stang Ziehl Young Jones & Weintraub	1995	1995	CA	\$665	0.8	\$532.00
Associate	Aarti G. Reddy	Cooley LLP	2010	2010	CA	\$655	11.2	\$7,336.00
Counsel	Colleen M. Keating	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	\$650	111.2	\$72,280.00
Partner	James P. Menton, Jr.	Robins Kaplan LLP	2014	2014	CA	\$650	17.4	\$11,310.00
Of Counsel	William L. Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$650	8.9	\$5,785.00
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$650	3.2	\$2,080.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$635	35	\$22,225.00
Associate	Clara Lim	Morrison & Foerster LLP	2012	2012	CA	\$635	39.8	\$25,273.00
Associate	Emily A. Bussigel	Munger Tolles & Olson LLC	2010	2010	CA	\$635	184.8	\$117,348.00
Associate	Sarah Stock	Kirkland & Ellis LLP	2013	2013	CA	\$635	121.6	\$77,216.00
Of Counsel	Elissa Wagner	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2000	CA	\$625	46.6	\$29,125.00
Partner	Justin D. Yi	Klee, Tuchin, Bogdanoff & Stern, LLP	2009	2009	CA	\$625	0.8	\$500.00
Associate	Matthew Bouslog	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$625	5.1	\$3,187.50
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$625	2.4	\$1,500.00
Associate	Sam Greenberg	Munger Tolles & Olson LLC	2010	2010	CA	\$615	61.7	\$37,945.50
Associate	Shannon L. Sorrells	Cooley LLP	2011	2011	CA	\$595	2.8	\$1,666.00
Associate	Anna Terteryan	Kirkland & Ellis LLP	2014	2014	CA	\$555	241.8	\$134,199.00
Associate	James Barolo	Kirkland & Ellis LLP	2014	2014	CA	\$555	108.6	\$60,273.00
Associate	Kevin Chang	Kirkland & Ellis LLP	2014	2014	CA	\$555	170.8	\$94,794.00
Associate	Daniel C. Tola	Paul Hastings LLP	2013	2013	CA	\$550	20.5	\$11,275.00
Partner	Eric S. Pezold	Snell & Wilmer	2004	2004	CA	\$520	0.1	\$52.00
Associate	Alex D. Terepka	Munger Tolles & Olson LLC	2012	2012	CA	\$510	89.4	\$45,594.00
Associate	Andrea M. Weintraub	Munger Tolles & Olson LLC	2013	2013	CA	\$510	68.3	\$34,833.00
Associate	Sara N. Taylor	Munger Tolles & Olson LLC	2012	2012	CA	\$510	70.4	\$35,904.00
Associate	Chika Arakawa	Morrison & Foerster LLP	2013	2013	CA	\$495	8.3	\$4,108.50
Associate	Kevin Kraft	Paul Hastings LLP	2014	2014	CA	\$495	4.8	\$2,376.00
Associate	Jonathan M. Weiss	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012	CA	\$475	559.7	\$265,857.50
Associate	Amanda B. Pacheco	Cooley LLP	2013	2013	CA	\$470	3.3	\$1,551.00
Associate	Cynthia C. Hernandez	Robins Kaplan LLP	2009	2009	CA	\$470	397.9	\$187,013.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Associate	Joannah Caneda	O'Melveny & Myers LLP	2015	2015	CA	\$460	4.9	\$2,254.00
Associate	Lorie A. Ball	Robins Kaplan LLP	2014	2014	CA	\$450	568.1	\$255,645.00
Associate	Kathryn T. Zwicker	Klee, Tuchin, Bogdanoff & Stern, LLP	1986	1986	CA	\$440	21.9	\$9,636.00
Partner	Amy Churan	Robins Kaplan LLP	2001	2001	CA	\$420	18.1	\$7,602.00
Associate	Christopher Martin	O'Melveny & Myers LLP	2014	2014	CA	\$415	1.2	\$498.00
Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$395	11.4	\$4,503.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	\$395	40.8	\$16,116.00
Counsel	Joseph Zujkowski	O'Melveny & Myers LLP	2008	2008	CA	\$390	183.6	\$71,604.00

West Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Robert Blashek	O'Melveny & Myers LLP	1977	1977	CO	\$1,075	1.5	\$1,612.50
Partner	Peter Friedman	O'Melveny & Myers LLP	1998	1998	CO	\$935	107	\$100,045.00
Associate	Matthew L. Hinker	Greenberg Traurig LLP	2010	2010	CO	\$635	2.3	\$1,460.50
Partner	Michael K. Bolton	Faegre Baker Daniels LLP	2001	2001	CO	\$540	0.5	\$270.00
Associate	Brandan K. Oliver	Faegre Baker Daniels LLP	2010	2010	CO	\$295	3.5	\$1,032.50
Partner	Nancy Jo Nelson	Bracewell & Giuliani LLP	1984	1984	WA	\$975	28.6	\$27,885.00
Of Counsel	Kent L. Killelea	Jones Day	1984	1984	WA	\$750	5.3	\$3,975.00
Counsel	Jacqueline Java	Bracewell & Giuliani LLP	2000	2000	WA	\$670	0.9	\$603.00
Counsel	Jacqueline Java	Bracewell & Giuliani LLP	2000	2000	WA	\$650	54.5	\$35,432.63
Associate	Sandra Snyder	Bracewell & Giuliani LLP	2006	2006	WA	\$529	106.8	\$56,583.71
Associate	Sandra Snyder	Bracewell & Giuliani LLP	2006	2006	WA	\$520	2.3	\$1,196.00
Associate	Blake Urban	Bracewell & Giuliani LLP	2009	2009	WA	\$481	5.1	\$2,455.50
Associate	Jarrell A. Cook	Jenner & Block LLP	2014	2014	WA	\$460	10	\$4,600.00
Associate	Matthew W. Kinskey	Akin Gump Strauss Hauer & Feld LLP	2014	2014	WA	\$430	115.1	\$49,493.00
Associate	Serena Rwejuna	Bracewell & Giuliani LLP	2013	2013	WA	\$363	37	\$13,449.87
Associate	Jack G. Haake	Foley & Lardner LLP	2011	2011	WA	\$315	12.4	\$3,906.00

EXHIBIT 2

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 +
6/01/20- 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., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

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

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

EXHIBIT 3

TERMS OF SETTLEMENT FOR RESOLUTION OF REPRESENTATIVE ACTION, AND REQUEST FOR COURT APPROVAL

A. Introductory Recitals; Identification of the Parties

1. YURALIS PENA (“Plaintiff”) was employed by NOJAN TALEBZADEH, MD, DMD, INC. dba SOUTH COUNTY ORAL MAXILLOFACIAL SURGERY CENTER, LLC and TALEBZADEH, MD, DMD, INC. dba EASTLAKE SURGERY CENTER (collectively, “Defendants”). After Plaintiff’s employment with Defendants ended, on June 21, 2020, Plaintiff, by and through her attorneys, filed a notice with the California Labor & Workforce Development Agency (“LWDA”) regarding allegations of wage-and-hour violations committed by Defendants, and seeking the right to pursue a representative action to recover penalties under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.* Then, on August 25, 2020, Plaintiff filed a wage-and-hour PAGA representative lawsuit (“Complaint”), individually, on behalf of all other similarly aggrieved employees, and for real party in interest, the State of California (the “Representative Action”) against Defendants. Defendants filed an Answer to Plaintiff’s Complaint on October 28, 2020, generally and specifically denying the allegations in Plaintiff’s Complaint, and denying that they have, in whole or in part, any liability to Plaintiff; denying that a representative action is appropriate; and denying that they have, in whole or in part, any liability to any other persons in the alleged representative group. The Representative Action is pending in the Superior Court of the State of California, County of San Diego, Case No. 37-2020-00029759-CU-OE-CTL (the “Court”).

2. After service of the Representative Action, Plaintiff and Defendants (each individually referred to as a “Party,” or collectively, the “Parties”) engaged in extensive communications and an exchange of information toward settlement of the Representative Action. This included, among other information, data that Defendants prepared and provided to Plaintiff relating the Representative Action and potential represented employees. Pursuant to the Parties ongoing dialogue, the Parties have agreed in principle to a settlement as described in this “Terms of Settlement for Resolution of Representative Action, and Request for Court Approval” (“Agreement”). The Parties now desire to terminate the Representative Action and settle their respective differences, controversies, and misunderstandings, and have agreed to resolve the Representative Action on certain terms and conditions in this Agreement which must be reviewed and approved by the Court, and submitted to the LWDA (which has inherent authority to oppose this Agreement), as provided by California Labor Code Section 2699(l)(2).

3. The Parties' settlement of the Representative Action contemplates that Defendants will pay certain amounts for civil penalties and associated attorney's fees and costs to settle the claims of Plaintiff and others within the scope of Plaintiff's Complaint and the Representative Action as the "PAGA Group," further defined in Paragraph B.2., below, in exchange for releases of civil penalty claims and controversies by Plaintiff, the PAGA Group, and the State of California. This Agreement constitutes the terms and conditions upon which the Parties have agreed to settle, and for which they will seek Court and LWDA approval. The Parties acknowledge that each of them denies any wrongdoing whatsoever in connection with one another, and that this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of wrongdoing or liability on the part of Defendants.

B. The PAGA Group

1. Plaintiff's Representative Action generally includes causes of action to recover penalties alleged to be owed to herself and others similarly aggrieved, whom Plaintiff alleges from June 21, 2019 and continuing: (1) were not paid overtime compensation; (2) were not provided or paid for meal periods; (3) were not provided or paid for rest breaks; (4) were not paid for all hours worked; (5) were not paid for all vested vacation time upon termination; (6) were not paid all wages due upon termination; (7) were not paid timely for all wages earned during employment; and (8) were not provided legally compliant wage statements.

2. The Parties agree, for purposes of this Settlement Agreement only, that the "PAGA Period" for which the claims of the PAGA Group will be settled will be from June 21, 2019 to October 31, 2020. The Parties also specifically intend and agree that, subject to Court approval, this Settlement Agreement is by and between, and is specifically intended to bind and include, Plaintiff; Defendants; and each member of the "PAGA Group," limited to the thirteen (13) individuals identified on **Exhibit 1** hereto (the "PAGA Group List," which includes Plaintiff), who worked for Defendants during the PAGA Period and fall within the Plaintiff's definition of similarly aggrieved employees as alleged in Plaintiff's Complaint. The Parties further agree that this Agreement settles and resolves all civil penalty claims that Plaintiff and the PAGA Group and the LWDA have or may have against Defendants, which arose within the PAGA Period, as to all causes of action and requests for relief asserted in the Representative Action and all claims and requests for relief that could have been asserted in the Representative Action based on the facts alleged

in Plaintiff's Complaint.

C. Settlement Amount

1. In full and complete settlement of the Representative Action, and in exchange for the releases set forth below, Defendants will pay Forty-Seven Thousand Dollars (\$47,000.00) as a "Settlement Amount," without refund or reversion. As described below, the Settlement Amount shall be inclusive and in satisfaction of all requests for relief and payments to Plaintiff and the PAGA Group and the LWDA arising from and related to the Representative Action and Settlement, including but not limited to: all civil penalties and requests for relief and claims for civil penalties under the causes of action alleged in Plaintiff's Complaint; all attorney's fees; all of the costs and expenses of litigation of the Representative Action; PAGA civil penalties; and any and all other claims for relief alleged in the Complaint that are or may be alleged to be owed to the Plaintiff and/or the PAGA Group, and her or their representatives or agents. Other than Defendants' obligation to pay the Settlement Amount, Defendants have no other obligation to provide any measure of relief or payment, in cash, in kind, or otherwise, to the PAGA Group as a result of this Settlement.

2. The Settlement Amount will be paid by Defendants in accordance with the terms outlined in Paragraph D.2., below. If a payment due date, as outlined in Paragraph D.2., below, falls on a Saturday, Sunday or Court holiday, it shall be due on the next day that is not a Saturday, Sunday or Court holiday.

3. Under no circumstances shall Defendants' total obligation in this Agreement exceed the Settlement Amount.

D. Court Approval, Notice to LWDA, and Payment Terms

1. As provided below, this Agreement is conditional upon both: (a) final approval by the Court pursuant to California Labor Code Section 2699(l)(2), and (b) the LWDA (itself, or through the Office of the Labor Commissioner) taking no action to intervene or object to the Agreement.

1.A. Plaintiff and her counsel will timely seek approval of this Agreement from the Court. Defendants will not object to nor oppose efforts to obtain the Court's approval, so long as Plaintiff's and her counsel's efforts are consistent with the terms and conditions stated herein.

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1.B. As required by California Labor Code Section 2699(l)(2), Plaintiff and her counsel will submit a copy of this Agreement to the LWDA at the time it is filed with the Court, and provide Defendants with a Proof of Service. As required by California Labor Code Section 2699(l)(3), within 10 days after the Court's order and/or judgment approving the payment of civil penalties to the PAGA Group and to the LWDA, Plaintiff's counsel will serve such order and judgment to the LWDA, and provide Defendants with a Proof of Service.

1.C. This Agreement will become fully effective and enforceable only after: (a) the Court enters an order and judgment approving of this Agreement, and (b) sixty (60) calendar days have elapsed since the LWDA was served by Plaintiff's counsel with the Court's order and/or judgment approving the payment of civil penalties to the PAGA Group and to the LWDA, and the LWDA (itself, or through the Office of the Labor Commissioner) has taken no action to intervene, object to, or appeal the settlement as detailed in this Agreement; and (c) seventy (70) calendar days have elapsed since entry of the Court's order and/or judgment, and no other person or entity has filed a Notice of Appeal. At that time and those conditions having been met, this Agreement will become effective (the "Final Effective Date") and trigger Defendants' payment obligations, below.

2. Assuming this Agreement reaches the Final Effective Date, then Defendants will distribute the Settlement Amount within ten (10) business days of the Final Effective Date in compliance with the Court's order and/or judgment as follows:

2.A. First, Plaintiff and her counsel will seek Court approval for a payment of attorney's fees and reasonable litigation costs incurred in the Representative Action in an amount not exceeding Twenty-Five Thousand Dollars (\$25,000) from the Settlement Amount. Defendants will pay the amount of attorney's fees and costs as ordered by the Court from the Settlement Amount to Plaintiff's counsel in a single check payable to: The JAMI LAW FIRM P.C., 3525 Del Mar Heights Rd #941, San Diego, CA 92130. The allowance or disallowance by the Court of any such award of attorney's fees and costs is not conditional to this Settlement Agreement, and will be considered by the Court separately from its consideration of the fairness, reasonableness, adequacy and good faith of this settlement to the PAGA Group and LWDA. Should the Court award less to Plaintiff's counsel than requested, it shall not operate to terminate or cancel this Agreement nor increase Defendants' payment obligation, and the difference between the amount requested and the amount

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ultimately awarded (if less) will be allocated to the settlement fund to be distributed to the LWDA and the PAGA Group members as provided below.

2.B. Second, of the amount of money remaining in the Settlement Amount after the Court award as outlined in Paragraph D.2.A., above, the remainder, defined as the “PAGA Penalty Allocation,” shall be divided as 75% to the LWDA and 25% to the PAGA Group, as provided by Labor Code Section 2699(i) for the settlement of the PAGA claims as stated in Plaintiff’s Complaint. Payment to the LWDA in satisfaction of all PAGA civil penalties asserted in Plaintiff’s Complaint shall be paid to the State of California (LWDA). In accordance with the claims alleged in the Representative Action and based on the Parties settlement dialogue, payments to the PAGA Group members will be distributed as 1099 income to: (1) former employees of Defendants, who will be mailed a check by Defendants; (2) current employees of Defendants, who will be paid with their payroll checks. Defendants will provide a declaration to Plaintiff’s counsel attesting that they have issued payments to the Represented Employees in compliance with this paragraph within Thirty (30) calendar days after paying the Settlement Amount; within Seven (7) calendar days of receipt of such declaration, Plaintiff’s counsel will file and serve a Notice and Acknowledgement of Satisfaction of Judgment. The amounts allocated as 1099 penalties paid to each PAGA Group member shall be paid without deduction or offset to reflect payment of penalties, and other non-wage amounts, although Defendants may issue PAGA Group members an IRS Form 1099-Misc and/or IRS Form 1099-Int to reflect these payments for penalties and other non-wage amounts made. “Claim Share” means the portion of the settlement monies distributed to each PAGA Group member, which will be calculated by using the PAGA Group members’ “Pay Periods with Potential Wage Issues Implicated” as a percentage of all such pay periods worked by all PAGA Group members within the PAGA Period, and assigning each PAGA Group member a proportionate share of the total, all as shown on **Exhibit 1**. The amount for distribution to the PAGA Group shall be multiplied by each PAGA Group member’s percentage share, the result of which will be each PAGA Group member’s individual Claim Share, which shall be paid as 1099 penalty income.

2.C. The Parties jointly agree that the “Notice of Settlement of Representative Action and Payment of Settlement Share” (“Notice”), attached as **Exhibit 2**, will be distributed to the PAGA Group members at the time each PAGA Group member receives payment for their Claim Share of the Settlement Amount.

3. It is understood and agreed that this is a “no reversion” settlement; that is, Defendants will pay the Settlement Amount without further condition and without reimbursement of any amounts to Defendants, other than in the event this Agreement is not approved by the Court, approval is reversed on appeal, or is voided by the LWDA.

4. Defendants’ owners, officers, directors and management will not, in any way, make any efforts to dissuade PAGA Group members from participating in the Settlement. As to the PAGA Group members who make inquiries directly to Defendants about the settlement, Defendants will instruct its management and supervisory employees to generally respond as follows:

The company has agreed to settle claims for civil penalties related to issues of how certain employees were compensated since June 2019. These claims are disputed, and the settlement does not mean that the company has admitted it has done anything improper. If you have any questions about the nature of the case or the settlement, you may contact the Plaintiff’s lawyers via email at alex@mashirilawfirm.com and/or tamim@jamilaw.com.

5. Neither Party has made, nor are making any representations to the other Party concerning the taxable status of the exchange of consideration described in this Agreement. Further, each of the Parties acknowledge and agree that no such representations have been made, and that they have not relied on any such potential representations. The Parties understand and agree that Plaintiff and the PAGA Group members is/are and will remain solely responsible for the payment of any taxes, attorney’s fees, deficiencies, levies, penalties, fines, fees, assessments and interest (collectively, “Tax Consequences”) with respect to the exchange of consideration described in this Agreement, and will not seek to impose responsibility for any Tax Consequences on Defendants. To that end, Plaintiff and the PAGA Group members agree to hold harmless and indemnify Defendants from and against any and all Tax Consequences that may be imposed against either Party by any taxing authority or any court as a result of the payments made in Paragraphs D.2, above.

6. In the event the Parties’ settlement is not approved by the Court, is reversed on appeal, or is voided by the LWDA, then Defendants shall have no obligation to make payment to any person or party, or the LWDA. If this Agreement is voided by the LWDA, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Agreement specifically stated to survive the Agreement being

voided or not approved, and which control in such an event.

7. The Parties agree that the Superior Court of the State of California, County of San Diego, and the Judge who approves this Settlement Agreement (or any other Judge as may in the future be assigned the case) shall retain jurisdiction over the Representative Action and this Agreement in order to enforce its terms and conditions, and to resolve any dispute regarding this Agreement. To the extent otherwise provided by law, and subject to Court approval following approval of settlement and any exhaustion of appeals, this Agreement is intended to be enforceable pursuant to Code of Civil Procedure Section 664.6.

E. Releases of Settled Claims

1. This Agreement is intended to fully and finally settle and resolve all civil penalty claims alleged by and between Plaintiff, the PAGA Group, the LWDA, and Defendants, encompassing the claims and causes of action asserted in Plaintiff's Representative Action within the PAGA Period, including but not limited to all claims for attorney's fees and costs arising from and related to those claims (collectively, the "PAGA Group Claims"). Specifically, the released PAGA Group Claims means and includes: any and all liabilities, demands, claims, causes of action, complaints and obligations for civil penalties which are alleged in Plaintiff's Complaint, which arose during the PAGA Period, as well as any and all derivative liabilities, demands, claims, causes of action, complaints and obligations for civil penalties which arose during the PAGA Period that could have been alleged in the Representative Action based on the facts and claims alleged therein, whether any of these claims are known or unknown, suspected or unanticipated, and which any of the PAGA Group members or LWDA has, or had, during the PAGA Period against Defendants, only excluding any rights that as a matter of law cannot be waived by this Agreement.

2. Upon the date the Agreement is approved by the Court and becomes effective, as provided in Paragraph F.2., below, in and for the valuable consideration as provided in this Agreement, and based on the foregoing, all PAGA Group members, including Plaintiff, and the LWDA, all agree for themselves, and their spouses, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, principals, agents, representatives, employees, attorneys, successors and assigns, and other persons or entities acting on their behalf, that they forever discharge, waive, and release Defendants, their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, insurers, past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, partners, joint

venturers, benefit plans, divisions, units, branches and other persons or entities acting on Defendants' behalf, from any and all claims, demands, obligations, actions, causes of action for civil penalties, which are alleged in Plaintiff's Representative Action which arose during the PAGA Period as well as any and all derivative liabilities, demands, claims, causes of action, complaints and obligations for civil penalties which arose during the PAGA Period which could have been alleged in the Representative Action based on the facts and claims alleged in the Representative Action, whether any of these claims are known or unknown, suspected or unanticipated, which any of the PAGA Group members has, or had, during the PAGA Period against Defendants. Nothing in this Settlement Agreement shall affect any unemployment insurance or workers' compensation insurance claims, individual wage claims, or other claims or rights of any PAGA Group member not arising from the PAGA Group Claims within the PAGA Period. It is understood and agreed between the Parties that the above waiver and release of claims is a material term of, and inducement for Defendants to enter into this Agreement.

3. Except as provided elsewhere in this Agreement as to rights and remedies caused by a breach of this Agreement, it is understood and agreed this Agreement, if approved and not voided by the LWDA shall act as a full and final accord and satisfaction, and as a bar to all PAGA Group Claims by any PAGA Group members and the LWDA that arose during the PAGA Period, regardless of whether such claims are now known. The Parties expressly state that California Labor Code Section 206.5 does not preclude Plaintiff's and the PAGA Group members' waivers of claims in this Settlement Agreement (which section provides in pertinent part as follows: "No employer shall require the execution of any release of any claim or right on account of wages due or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.")). The Parties further acknowledge they understand and agree to waive the provisions with Section 1542 of the California Civil Code, which provides as follows:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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, herself, and on behalf of the PAGA Group members and the LWDA,

TERMS OF SETTLEMENT FOR RESOLUTION OF REPRESENTATIVE ACTION
AND REQUEST FOR COURT APPROVAL

Short Title: *Pena v. South County Oral*

expressly waives and relinquishes any and all rights and benefits which they may have under, or which may be conferred upon them by the provisions of, Section 1542 of the California Civil Code, as well as under any other similar state or federal statute, to the fullest extent they may lawfully waive such rights or benefits pertaining to the released claims. Such waivers inure as against any and all claims released by PAGA Group members and the LWDA in this Agreement.

F. Other Terms of Settlement

1. The purpose of this Settlement Agreement is to accomplish the compromise and settlement of disputed and contested claims and to avoid the cost of litigation. Nothing in this Agreement shall be construed as an admission of any violation of any federal or California statute or wage regulation or of any other non-compliance with or violation of law, statute or regulation by any Party. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever by Defendants, who expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever.

2. This Agreement shall be effective upon the Court entry of an order granting approval of this Agreement, and so long as the LWDA does not intervene, object, or seek to void the Agreement.

3. The Parties agree not to make or issue any statements that would tend to disparage the other related to the Representative Action or the settlement thereof. Plaintiff's counsel will not issue any press releases publicizing the Agreement and will not identify Defendants in any marketing material or on their websites. Plaintiff's counsel may report the name of the Plaintiff in the case and general terms of the settlement on their web-site or in marketing material—without any mention of the Defendants—but otherwise agree not to publish details with any media outlet. If contacted by any media outlet, Plaintiff's counsel will only refer the media outlet to the appropriate court files or records.

4. The Parties agree, on behalf of each of them and their respective principals, agents, representatives, employees, attorneys, successors and assigns that they will abide by this Agreement, which terms are meant to be contractual, and further agree they will do such acts and prepare, execute and deliver such documents as may be required in order to carry out the purposes and intent of this Agreement.

5. The purpose of this Agreement is to accomplish the compromise and settlement

of disputed and contested claims for civil penalties and to avoid the cost of litigation. Nothing in this Agreement shall be construed as an admission of any violation of any federal or California statute or wage regulation or of any other non-compliance with or violation of law, statute or regulation by any Party.

6. This Agreement constitutes the complete and entire written settlement and compromise and release by and among the Parties regarding Plaintiff's Complaint, and constitutes the complete expression of the terms of the Agreement for which Court approval will be sought, and notice to the LWDA will be given. All previous agreements, representations and negotiations regarding the matters resolved are superseded.

7. Each of the Parties acknowledges no other person, nor any attorney of any other person, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement, concerning the subject matter hereof, to induce any Party to execute or authorize the execution of this Agreement, and each Party acknowledges he or it has not executed or authorized the execution this Agreement in reliance upon any such promise, representation or warranty not contained herein.

8. Each individual signing this Agreement warrants he/she/it has been given, and has received and accepted, authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she/it has signed, and further, has been given, and received and accepted, authority to enter into a binding agreement on behalf of such Party, with respect to the matters contained in this Agreement.

9. The terms of this Agreement can only be amended or modified in writing, signed by duly authorized representatives of all of the Parties, stating such modification or amendment is intended. Any such modifications and/or amendments are subject to Court approval and the right of the LWDA to object or intervene.

10. If any provision of this Agreement is found to be illegal or unenforceable, then any such provision shall be deemed stricken and the remaining provisions shall, nevertheless, remain in full force and effect. In the event of a breach, this Settlement Agreement may be specifically enforced.

11. Waiver of any one breach of any provision of this Agreement shall not be deemed a waiver of any other breach of any provision of this Agreement.

12. Each of the Parties and their counsel have reviewed and revised this Agreement,

TERMS OF SETTLEMENT FOR RESOLUTION OF REPRESENTATIVE ACTION
AND REQUEST FOR COURT APPROVAL

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and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Each of the Parties represents and warrants the attorney approving this Agreement as to form on his or her or its behalf is the attorney employed by him or it to represent him or it with respect to this Agreement, and all matters related to them, and he or it has been fully advised by said attorneys with respect to her or its rights and obligations as to the execution of this Agreement. The Parties declare they know and understand the contents of this Agreement, and they have executed the same voluntarily.

13. Each of the Parties shall be responsible for her or its own attorney's fees, costs and other legal expenses incurred in connection with the Representative Action and this Agreement, and all related matters, except: as otherwise specifically provided in this Settlement Agreement; in the event any Party defaults in any duty or obligation required by this Agreement; or in the event any proceeding arises regarding the enforcement or interpretation of this Agreement, in which such events the prevailing Party(ies) shall be entitled to collect reasonable attorney's fees and costs.

14. All Parties executing this Agreement agree that any signatures by fax, electronic signatures, and/or copies of signatures shall be deemed valid and binding. This Agreement may also be executed in counterparts.

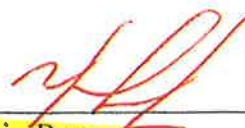
16. Time is of the essence in this Agreement.

17. By their signatures below, Plaintiff's counsel is entering into this Agreement on behalf of the Plaintiff and on behalf of the individual PAGA Group members and the LWDA, all subject to the Court's and LWDA's approval of the Agreement.

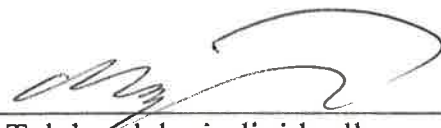
18. This Agreement will survive the entry of the final judgment approving the settlement of the Representative Action and releasing the claims of all PAGA Group members.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below:

Dated: 5.14.2021

By: 
Yuralis Pena

Dated: 5/17/21

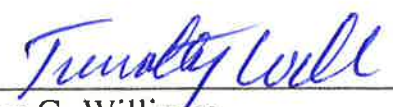
By: 
Nojan Talebzadeh, individually, and on behalf of
NOJAN TALEBZADEH, MD, DMD, INC. dba
SOUTH COUNTY ORAL MAXILLOFACIAL
SURGERY CENTER, LLC and TALEBZADEH,
MD, DMD, INC. dba EASTLAKE SURGERY
CENTER

Approved as to Form:

Dated: 5-14-2021

By: 
Alex Asil Mashiri, Esq.
Mashiri Law Firm
Tamim Jami, Esq.
The Jami Law Firm P.C.
Attorneys for Plaintiff YURALIS PENA

Dated: 5/21/21

By: 
Timothy G. Williams
Berger, Williams & Reynolds, LLP
Attorneys for Defendants NOJAN TALEBZADEH,
MD, DMD, INC. dba SOUTH COUNTY ORAL
MAXILLOFACIAL SURGERY CENTER, LLC
and TALEBZADEH, MD, DMD, INC. dba
EASTLAKE SURGERY CENTER

TERMS OF SETTLEMENT FOR RESOLUTION OF REPRESENTATIVE ACTION
AND REQUEST FOR COURT APPROVAL

Short Title: *Pena v. South County Oral*

EXHIBIT 1 TO
TERMS OF SETTLEMENT FOR RESOLUTION OF REPRESENTATIVE ACTION
AND REQUEST FOR COURT APPROVAL
(Pena v. South County Oral)

First Name	Last Name	Total Pay Periods Worked	Pay Periods with Potential Wage Issues Implicated	Percentage of Total
Alysaa D	Charles	8	5	3.6765%
Araceli	Davizon	10	1	0.7353%
Bianeth	GonzaleZ	32	26	19.1176%
Diana B	Carrillo	30	25	18.3824%
GUADALUPE	LUCERO	32	4	2.9412%
JANARLENE	CELENDRO	30	0	0.0000%
JESSICA	CORONADO	19	2	1.4706%
Marisol	Palacios	15	0	0.0000%
Melissa I	GonzaleZ	4	4	2.9412%
NADIA	GOMEZ	26	7	5.1471%
Patricia M	Bautista	32	28	20.5882%
Viridiana	Dominguez	30	24	17.6471%
Yuralis	Pena	22	10	7.3529%
		290	136	100%

EXHIBIT 2 TO
TERMS OF SETTLEMENT FOR RESOLUTION OF REPRESENTATIVE ACTION
AND REQUEST FOR COURT APPROVAL
(Pena v. South County Oral)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

YURALIS PENA, an individual, for the real party in
interest, the State of California,

Plaintiff,

v.

SOUTH COUNTY ORAL MAXILLOFACIAL
SURGERY; EASTLAKE SURGERY CENTER; and
DOES 1 through 50,

Defendants.

) Case No.: 37-2020-00029759-CU-OE-CTL
)
)

) Assigned for All Purposes:

) Judge: Hon. Gregory W. Pollack

) Dept.: C-71
)
)

) **NOTICE OF SETTLEMENT OF
) REPRESENTATIVE ACTION AND PAYMENT
) OF SETTLEMENT SHARE**
)
)
)

ATTENTION:

**YOU ARE RECEIVING MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.
THIS CASE IS NOT AGAINST YOU.**

Why Should I Read this Notice?

A lawsuit under the Private Attorneys General Act was filed to recover certain civil penalties for non-exempt employees who worked for South County Oral Maxillofacial Surgery and/or Eastlake Surgery Center (“Defendants”) on and after June 21, 2019 in the State of California. The lawsuit has settled for all claims that exist through October 31, 2020. You are receiving this “Notice of Settlement of Representative Action” (“Notice”) to explain the money that is being paid to you with this Notice.

What Is the Case About?

Yuralis Pena (“Ms. Pena”) worked for South County Oral Maxillofacial Surgery and/or Eastlake Surgery Center (“Defendants”) from 2019 to 2020. On June 21, 2020, Ms. Pena and her lawyers sent a notice to the California Labor & Workforce Development Agency asserting that she and other employees were owed civil penalties as a result of certain of the Defendants’ wage practices, pursuant to the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

On August 25, 2020, Ms. Pena and her lawyers filed this lawsuit as a representative action in the San Diego County Superior Court. In general, Ms. Pena’s lawsuit claims that she and other employees who worked for Defendants on and after June 21, 2019 were not paid correctly for time worked. Representative actions like this are lawsuits where one or more individuals, acting as a representative for the State of California, files a lawsuit on behalf of a group of employees in the State of California to recover civil penalties for everyone in the group and the State of California without the need for individual lawsuits.

Defendants deny that they did anything wrong, but in response to the lawsuit made various changes to their payroll practices in October 2020. Defendants deny all of Ms. Pena’s claims, and also deny that Ms. Pena’s case should proceed, or include other individuals in her case.

Ms. Pena and her lawyers, and Defendants and their lawyers, have investigated Ms. Pena’s claims and agreed on a way to settle the claims in the lawsuit for Ms. Pena and other employees who are within the scope of her lawsuit

in the State of California. You are part of that group. Defendants are not admitting any fault or liability by settling the lawsuit.

Who is Being Paid from this Settlement?

For settlement purposes, the period of time involved is June 21, 2019 to October 31, 2020 (“the Settlement Period”). Individuals who worked as non-exempt employees of Defendants during the Settlement Period (“covered employees”) are included in the settlement and are being paid money. Each covered employee’s settlement payment is based on how many weeks in the Settlement Period employees worked over *certain* hours in a day and/or at *both* offices (“Settlement Weeks”). There are 13 employees who qualify for payment, including you and Ms. Pena.

The Settlement.

The Judge in the lawsuit has approved of, and the California Labor & Workforce Development Agency has not objected or intervened in the settlement. The settlement requires the Defendants to pay a total of \$47,000.00. Of that amount, approximately [Amount 1] will be used directly to pay the 13 employees; [Amount 2] will be paid to the State of California; and [Amount 3] will be used to pay the lawyers for Ms. Pena for their work and the costs they incurred to pursue the lawsuit. You are bound by all of the terms of the settlement agreement between Ms. Pena and the Defendants, which includes a release of all claims for civil penalties in the lawsuit and which will prevent you from suing Defendants for the matters settled in the lawsuit.

Each of the 13 covered employees will be paid a *pro rata* share of the [Amount 1] based on how many Settlement Weeks apply to each person. **You are being paid for [redacted] Settlement Weeks and in the Settlement Period, which is a total of \$ [redacted].** Everyone’s payment is different. You do not have to tell anyone about your settlement share or discuss this with anyone else. If you are a former employee of Defendants, the check for your settlement is included in the mailing of this Notice. If you are a current employee of Defendants, you will be receiving your settlement share with your next paycheck.

Nothing in this Notice is intended to be tax advice. The lawyers in this case cannot provide you with any tax advice and you should consult your tax advisor for any questions about tax issues pertaining to the settlement and your claim share. If you want a complete statement and the details of the scope of all claims being released, please refer to the settlement agreement, a copy of which can be obtained from Ms. Pena’s counsel or the court website:

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The law prohibits retaliation by an employer against any person who participates in or assists in the litigation of a lawsuit of this nature. Defendants will not retaliate against you in any way for participating in the settlement, and in fact Defendants *encourage* you to accept your settlement share.

Complete pleadings and other papers filed with the Court are available for inspection at the office of the Clerk of the Court in San Diego, California, as well as on the Court’s website. Please do not call or write the Clerk of the Court for information about this case; inquiries must be made in person at the Clerk of the Court’s office or by accessing documents via the internet. **DO NOT CONTACT THE JUDGE ABOUT THIS CASE.**