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Attorneys for Plaintiffs
ANA ABUNDIS and ANA DELGADO

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

ANA ABUNDIS, ANA DELGADO, both
individuals, for the real party in interest, the
State of California

Plaintiffs,

v.

SILK SCREEN SHIRTS, INC.; and DOES 1
through 50,

Defendants.

Case No. 37-2020-00029744-CU-OE-NC

Judge: Hon. Cynthia A. Freeland
Dept.: N-27

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

Judge: Hon. Cynthia A. Freeland
Dept.: N-27

Date: May 27, 2021

Time: 8:30 a.m.

*Hearing Held Telephonically Due to COVID-19

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 Plaintiffs Ana Abundis and Ana Delgado ("Plaintiffs") in the above referenced PAGA case which was filed against Defendant Silk Screen Shirts, Inc.

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 PLAINTIFFS' 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. 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. Pursuant to this arrangement, I am not compensated for my time unless and until I prevail at trial or

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

4 11. I spent in excess of 50 hours on this case which includes, but is not limited to,
5 drafting the PAGA notice to the LWDA, preparing and reviewing the pleadings, reviewing and
6 analyzing each plaintiff's payroll records and employment file, reviewing and assisting Mr. Jami in
7 analyzing the payroll records for the sample employees, meetings and conference calls with co-
8 counsel regarding the factual and legal issues in this case, email exchanges with defense counsel,
9 several telephone calls with defense counsel, conducting legal research as to the claims in dispute,
10 drafting (but not serving) written discovery, assisting in drafting the settlement brief, engaging in
11 settlement communications with defense counsel, drafting, revising and reviewing the PAGA
12 settlement agreement, preparing and filing ex parte application for PAGA settlement approval and
13 all supporting documents, setting up the administration for distribution of the PAGA penalties,
14 among other tasks. The time I spent on this case was necessary—separate and apart—from the time
15 Mr. Jami spent on this case.

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

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

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

28 15. On August 21, 2020, Plaintiffs filed their complaint under the PAGA in this matter.

1 The complaint asserts a claim for civil penalties for violation of Labor Codes sections 201, 202,
2 203, 204, 206.5, 226, 226(c), 226(a)(1)-(a)(9), 226.3, 227.3, 246, 432.5, 510, and 2699 et seq.

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

7 17. As a result, I requested, and defense counsel agreed, to provide Plaintiffs with a
8 sampling of data—payroll records and timesheets—for 10% of the allegedly aggrieved employees.
9 These payroll records were subsequently produced by way of PDF documents, consisting of
10 hundreds of documents, which had to be manually analyzed and audited. Mr. Jami analyzed the
11 10% sample in detail. Mr. Jami created multiple Excel Workbooks outlining the nature of the
12 claims, occurrences, and civil penalties.

13 18. Based on the sampling, Mr. Jami and I were able to evaluate the case, prepare risk
14 assessment and litigation cost estimates. I then provided a detailed settlement brief to defense
15 counsel and engaged in detailed settlement discussions surrounding potential liability and civil
16 penalty exposure. During our discussions, I was informed by defense counsel that, due to COVID-
17 19, Defendant's financial viability was uncertain, as COVID-19 caused an economic crisis which
18 significantly affected Defendant's business.

19 19. Defense counsel and I, engaged in numerous rounds of settlement discussions
20 spanning the course of three months. Ultimately the Parties agreed to settle this matter for
21 \$106,000.00. However, due to Defendant's financial viability, it agreed to pay the \$106,000.00 in
22 six monthly installments.

23 20. The Parties subsequently entered into a long-form settlement agreement
24 ("Settlement Agreement") outlining the terms of the Parties' agreement. A copy of the Settlement
25 Agreement is attached herewith as **Exhibit 3**. A copy of the Settlement Agreement was provided
26 to the LWDA on May 10, 2021.

27 21. The gross settlement amount is \$106,000.00. The proposed PAGA civil penalties
28 are \$58,200.05, of which 75% (or \$43,650.04) will be paid to the LWDA and the remaining 25%

(or \$14,550.01) will be allocated to the approximately 110 PAGA Represented Employees. (*Id.*) Of the remaining balance, Plaintiffs plan to allocate \$1,299.95 towards litigation costs incurred in this case, and \$1,500.00 towards the Settlement Administrator's costs. Plaintiffs plan to allocate the remaining amount of \$45,000.00 towards Plaintiffs' attorneys' fees incurred as a result of is PAGA lawsuit. In addition to the proposed monetary settlement, I was told by defense counsel that Defendant has already taken affirmative steps to both cure and avoid any of the alleged violations.

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

23. I have incurred the following costs:

LWDA Filing Fee	\$75.00
File Set Up Fee & Materials	\$75.00
Service of Process	\$60.00
CourtCall Costs	\$95.00
Estimated Copying costs	\$50.00
Total Costs:	\$355.00

24. My office spend \$75 in costs for filing three LWDA notices, for Plaintiffs as well as Plaintiff Carmen Franco, who was later dismissed from this case.

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

26. The costs spent for copies and mailing is approximately \$50. We printed/copies approximately over 500 pages at \$.10 per page. The pages we printed included but was not limited to: Plaintiffs' employment records, payroll records, settlement briefs and supporting exhibits and records, settlement agreements and supporting exhibits, and ex parte application for PAGA settlement approval.

27. The requested amount for costs is conservative as I incurred additional costs—for which I am not seeking reimbursement—for things like travel expenses and telephone/facsimile expenses.

28. In sum, my office incurred \$355.00 in costs and Mr. Jami's office incurred \$944.95 in costs. The total cost incurred in this case are \$1,299.95. The costs incurred are ordinary and necessary.

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

3 Executed on May 17, 2021 at San Diego, California.

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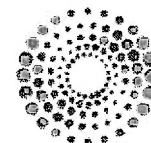
6 ALEX ASIL MASHIRI, DECLARANT
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EXHIBIT 1

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

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiffs Ana Abundis and Ana Delgado (“Plaintiffs”), acting in a private attorney general capacity, and Defendant Silk Screen Shirts, Inc. (“Defendant”) (collectively, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled *Abundis et al. v. Silk Screen Shirts, Inc. et al.* filed on August 21, 2020, Superior Court of the State of California, County of San Diego, Case No. 37-2020-00029744-CU-OE-NC
2. “Silk Screen Shirts, Inc.” means any of their past, present and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.
3. “Claims Administrator” means Phoenix Class Administration.
4. “Complaint” means the Complaint entitled *Abundis et al. v. Silk Screen Shirts, Inc. et al.*, filed on August 21, 2020 in the San Diego Superior Court, County of San Diego, Case No. 37-2020-00029744-CU-OE-NC.
5. “Court” means the Superior Court of California for the County of San Diego.
6. “Covered Position” means and includes all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California from June 18, 2019 through the date of settlement approval.
7. “Effective Date” of the Settlement means the date upon which an order granting approval of the Settlement by the Superior Court of California for the County of San Diego, or other court assuming jurisdiction of this matter, becomes final.
8. “Individual PAGA Payment” means the amount to be paid to each PAGA Settlement Employee from the 25% portion of the PAGA Payment; such individual share to be based on the number of pay periods during which a PAGA Settlement Employee worked for Defendant during the PAGA Period.
9. “LWDA” means the California Labor and Workforce Development Agency.
10. “Gross Settlement Amount” is the sum of One Hundred Six Thousand Dollars and Zero Cents (\$106,000.00), which represents the total amount payable under this Settlement

Agreement by Defendant including, without limitation, payments to all PAGA Aggrieved Employees, payment to the LWDA, payment of Plaintiffs' attorneys' fees and costs, and payment to the Claims Administrator.

11. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and PAGA Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiffs' attorneys' fees up to \$45,000.00 and (b) Plaintiffs' costs up to \$1,500.00 and (c) administration costs up to \$2,000.00.

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

13. "PAGA Payment" means the Net Settlement Amount of which 75% will be paid to the LWDA, and of which 25% will be paid to PAGA Aggrieved Employees.

14. "PAGA Period" means the time period from June 18, 2019, through the Effective Date.

15. "PAGA Released Claims" means all claims which were asserted under PAGA that were alleged or could have been alleged against Defendant and any of the Released Parties arising out of the facts, circumstances and primary rights at issue in the operative complaint in the Action, including a PAGA claim based on the following underlying Labor Code violations: 201, 202, 203, 204, 206.5, 226, 226(c), 226(a)(1)-(a)(9), 226.3, 227.3, 246, 432.5, 510, 2699 *et seq.* and any other claims asserted in the Complaint.

16. "PAGA Aggrieved Employees" consist of all individuals in a Covered Position during the PAGA Period, including Plaintiffs. Defendant anticipates the number of aggrieved employees to be approximately 110.

17. "Parties" mean Plaintiffs and Defendant.

18. "Plaintiffs' Counsel" means Alex Asil Mashiri of Mashiri Law Firm, A Professional Corporation and Tamim Jami of The Jami Law Firm P.C.

19. "Released Parties" means Defendant and its past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, assigns, and any individual or entity that could be jointly liable with Defendant.

20. "Settlement Approval" means the settlement approval order that will be entered by the Court.

II. RECITALS

1. Plaintiffs were performing work in a Covered Position for Defendant during the PAGA Period.

2. On June 18, 2020, Plaintiffs provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of Labor Code sections 201, 202, 203, 204, 206.5, 226, 226(c), 226(a)(1)-(a)(9), 226.3, 227.3, 246, 432.5, 510, 2699 et seq.

3. On August 21, 2020, Plaintiffs filed their Complaint asserting a claim for civil penalties for violation of California Labor Code section 2698, et seq.

4. The Parties have each independently analyzed and investigated the facts and law relevant to this case through informal discovery, including, but not limited to, the employment policies, procedures, and practices implicated by the PAGA Representative Claims; a sampling of timekeeping records, payroll records, and wage statements relating to Plaintiffs and the other non-exempt employees on whose behalf the PAGA Representative Claims are asserted in the Lawsuit; and summaries of data pertaining to the number of employees allegedly affected by the PAGA Representative Claims.

5. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, the Parties engaged in informal settlement discussions. Following extensive negotiations and due diligence, the Parties reached this Settlement. The Parties agreed to fully and finally, and exclusively, resolve the PAGA Released Claims as to Plaintiffs and the PAGA Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiffs, PAGA Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay One Hundred and Six Thousand Dollars and Zero Cents (\$106,000.00) as the Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount. The number of PAGA aggrieved employees during the PAGA Period are anticipated to be approximately **110**; if this amount increases by more than 10% before the end of the PAGA Period, Defendant will have the option to either increase the Gross Settlement Amount in proportion to any such change or change the cutoff date for Aggrieved Employees to an earlier date. Defendant shall distribute the Gross Settlement Amount to the Claims Administrator in five separate payments as follows:

1. The first payment in the amount of \$26,000.00 must be made 60 calendar days after the Effective Date;
2. The second payment in the amount of \$20,000.00 must be made 90 calendar days after the Effective Date;
3. The third payment in the amount of \$20,000.00 must be made 120 calendar days after the Effective Date;
4. The fourth payment in the amount of \$20,000.00 must be made 150 calendar days after the Effective Date;
5. The sixth payment in the amount of \$20,000.00 must be made 180 calendar days after the Effective Date.

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Aggrieved Employees hereinafter referred to as the ("PAGA Payment"):

a. **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiffs' request for attorneys' fees in the amount up to \$45,000.00 and costs up to \$1,500.00 incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiffs, the difference will be added to the PAGA Payment. Defendant agrees not to oppose Plaintiffs' request for Attorneys' Fees and Costs not to exceed these sums.

b. **Administration Cost.** Defendant will not oppose the Claims Administrator's costs in the amount up to \$2,000.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment

4. **PAGA Payment.** A portion of the PAGA Payment will be allocated to the LWDA and the remainder will be allocated to PAGA Aggrieved Employees in settlement of the PAGA Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

- (1) 75% will be paid to the LWDA, as required by California Labor Code section 2699(i).
- (2) 25% will be divided on a pro rata basis among PAGA Aggrieved Employees and distributed in Individual PAGA Payments, as required by California Labor Code section 2699(i).
- (3) The payments will be reported on IRS Forms 1099 issued to the LWDA and each PAGA Aggrieved Employee.

5. **Representative PAGA Release.** As of the Effective Date, all Aggrieved Employees and the State of California, in consideration of the PAGA Payment, will release Defendant and Released Parties from any and all PAGA Released Claims that arose during the PAGA Period.

6. **Settled Claims.** Upon the Effective Date, Plaintiffs and all PAGA Aggrieved Employees will be forever barred from pursuing any and all PAGA Released Claims that arose during the PAGA Period.

7. **Covenants and Representations by Plaintiffs.**

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand the rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily, and without duress. Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Filing of Request for Approval of PAGA Settlement by Plaintiffs' Counsel.** Plaintiffs' Counsel shall be responsible for preparing either an *Ex Parte* Application, Motion, or Stipulation for Approval of the PAGA Settlement, which ever Plaintiffs' counsel deems proper. Plaintiffs shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiffs request Settlement Approval from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement.

As part of the request to approve the Settlement, Plaintiffs shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and Aggrieved Employees.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Claims Administrator.** The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, and Plaintiffs' Counsel.

2. **Provision of Information for Aggrieved Employees.** Within 7 calendar days after the Effective Date, Defendant will provide the information regarding the Aggrieved Employees to the Settlement Administrator. This information will include the name, most current address, social security number, dates of employment for each Aggrieved Employee, and total pay periods worked. The list shall also include the sum total of all pay periods worked by Aggrieved

Employees during the PAGA Period. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

The Settlement Administrator will calculate the amount to be received by each PAGA Aggrieved Employee. Within five (5) calendar days of receiving the Gross Settlement Amount, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Aggrieved Employees' addresses.

Within two (2) calendar days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator will issue payments to: (a) PAGA Aggrieved Employees along with an explanatory letter similar to that attached hereto as **Exhibit A**; (b) the LWDA; (c) Plaintiffs' Counsel; and (d) itself.

4. **Undeliverable Notices.** The Settlement Administrator will issue each PAGA Aggrieved Employee a check for his or her share of the PAGA Penalties Fund along with a Settlement Notice. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Aggrieved Employee involved, and will then perform a single re-mailing. Individual PAGA Payment checks will remain negotiable for 120 calendar days, and PAGA Aggrieved Employees will have 120 calendar days from the date of the mailing to cash their Individual PAGA Payment checks. If an PAGA Aggrieved Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Aggrieved Employee to that address, but this re-mailing will not extend the 120-day period to cash a check. Funds represented by Individual PAGA Payment checks returned as undeliverable and those Individual PAGA Payment checks remaining un-cashed for more than 120 calendar days after issuance will be tendered to the Legal Aid Society of San Diego, Inc. or other fund subject to court approval.

Defendant fully discharges its obligations to those PAGA Aggrieved Employees who are entitled to an Individual PAGA Payment through the Settlement Administrator's mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Aggrieved Employees.

5. **Accounting.** Within fifteen (15) calendar days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement, via a declaration or otherwise.

6. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each PAGA Aggrieved Employee. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiffs or any PAGA Aggrieved Employee under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under or any other monetary entitlement under Defendant's sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently or on a going-forward basis, as salary, earnings, wages or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

3. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

4. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiffs' claims, except as otherwise set forth specifically herein.

5. **Authority.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiffs represent and warrant that they have the authority to enter into this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in San Diego, California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Diego.

7. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

8. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

9. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

10. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

11. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

12. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

14. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and

have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

15. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

16. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

17. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

19. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

20. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

21. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

22. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing

on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

DATED: _____, 2021

By: _____
Plaintiff Ana Abundis

DATED: _____, 2021

By: _____
Plaintiff Ana Delgado

DATED: 4/27, 2021

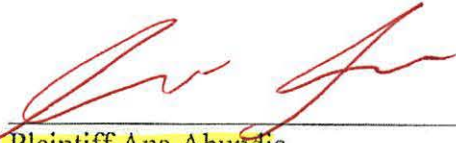
By:  _____
Defendant Silk Screen Shirts, Inc.
By: William Regan
Title: President

on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

DATED: 5/7, 2021

By:


Plaintiff Ana Abundis

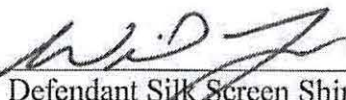
DATED: 05/07, 2021

By:


Plaintiff Ana Delgado

DATED: 4/27, 2021

By:


Defendant Silk Screen Shirts, Inc.

By:

Title:

William Regan
President

EXHIBIT A

Date

NOTICE OF SETTLEMENT
San Diego Superior Court Case No. 37-2020-00029744-CU-OE-CTL
Case Name: Ana Delgado et al. v. Silk Screen Shirts, Inc. et al.

«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled Ana Abundis, and Ana Delgado (“Plaintiff’s”) v. Silk Screen Shirts, Inc et al. (“Defendant”), Superior Court of the State of California, County of San Diego, Case Number 37-2020-00029744-CU-OE-CTL (the “Lawsuit”). In the lawsuit, brought under the California Private Attorneys General Act of 2004 (“PAGA”), Plaintiff pursued various claims for civil penalties against Defendants for non-compliance with the California Labor Code. Defendant denies Plaintiffs’ claims in their entirety, and asserts it complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit. The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendant to the State of California and to the allegedly Aggrieved Employees. The settlement addresses claims for PAGA penalties on behalf of employees who worked or are working for Defendant in California at any time between June 18, 2019 through (date the Court approves this Settlement).

According to Defendant’s records, you were employed by Defendant during the timeframe mentioned above and are therefore entitled to a share of the civil penalty portion of the PAGA settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred and twenty (120) calendar days. Checks remaining un-cashed for more than 120 calendar days after issuance will become void and the outstanding balance will be tendered to the Legal Aid Society of San Diego, Inc.