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and VICKY WRIGHT

[Additional Counsel on Next Page]

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

WENDY SGONTZ, as an individual
and on behalf of all others similarly
aggrieved employees,

Plaintiffs,

vs.

CROSSMARK, INC., a Delaware
corporation; and DOES 1 to 50,
inclusive,

Defendant.

Case No. **30-2021-01204377-CU-OE-CXC**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR APPROVAL
OF SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

Judge: Hon. Randall J. Sherman
Department CX105

Date: August 9, 2024
Time: 10:00 a.m.
Dept.: CX-105

Reservation No.: 74284280

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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4 Kyle R. Nordrehaug (SBN 205975)

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15 Attorneys for Plaintiff Jennifer Shellenbaum

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS'**

2 **MOTION FOR APPROVAL OF SETTLEMENT**

3 **UNDER PRIVATE ATTORNEYS GENERAL ACT**

4 I, Kyle Nordrehaug, declare:

5 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
6 ("BNBD"), counsel for Plaintiff Jennifer Shellenbaum. As such, I am fully familiar with the facts,
7 pleadings and history of this matter. The following facts are within my own personal knowledge, and if
8 called as a witness, I could testify competently to the matters stated herein.

9 2. This declaration is being submitted in support of Plaintiffs' Motion for Approval of
10 Settlement Under Private Attorneys General Act ("PAGA"). The settlement reached between Plaintiffs
11 Wendy Sgontz, Vicky Wright, Nicole Gregory, and Jennifer Shellenbaum (collectively "Plaintiffs"), on
12 the one hand, and Defendant CROSSMARK, Inc. ("CROSSMARK" or "Defendant"), on the other hand,
13 is set forth in the Private Attorneys General Act Settlement Agreement ("Settlement Agreement")
14 submitted with this motion.

15
16 **Experience of BNBD**

17 3. Over the course of the litigation, my firm has worked actively on this matter. The firm
18 credentials are reflected in the BNBD Resume, a true and correct copy of which is attached hereto as
19 Exhibit #1. Some of the major cases our firm has undertaken are also set forth therein. BNBD has
20 represented hundreds of thousands of employees in hundreds of legal matters, including PAGA lawsuits
21 and hundreds of employment class actions. BNBD's practice is devoted almost entirely to the
22 prosecution of wage and hour class action and PAGA action matters. The attorneys at BNBD have been
23 appointed lead counsel in hundreds of contested motions for class certification including many
24 consolidated wage and hour matters. The attorneys at my firm have extensive experience in cases
25 involving labor code violations and overtime claims. BNBD has litigated similar overtime cases against
26 other employers on behalf of employees, including cases against Walmart, Legoland, Sharp Healthcare,
27 Securitas, Okta, See's Candies, Walt Disney Resorts, El Pollo Loco, Panda Express, Universal
28 Protection, Mattress Firm, Total Renal, Liberty Mutual, Union Bank, Apple, Coventry Health Care,

1 Qualxserv, Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State Automobile
2 Association. My firm has been approved as class counsel by state and federal courts in California in
3 contested class certification motions, including approvals in this Court. It is this level of experience
4 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
5 defendants and their capable and experienced counsel. On account of the concerted and dedicated effort
6 this case demanded in order to properly handle and prosecute, BNBD was precluded from taking other
7 cases, and in fact, had to turn away other potential fee generating cases.

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

22 5. District Judge Irma Gonzales in a consolidated class action representing hundreds of
23 armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel
24 with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*,
25 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification
26 was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP and was appointed lead class counsel in
27 wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
28 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB

(SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernardino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

The Settlement Is Fair, Reasonable and Adequate:

6. On August 16, 2021, Jennifer Shellenbaum filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating that plaintiff Shellenbaum intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (the “Shellenbaum PAGA Notice”). A true and correct copy of the Shellenbaum PAGA Notice is attached hereto as Exhibit #2. The Shellenbaum PAGA Notice alleged violations of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Industrial Welfare Commission Wage Order(s), and attached a copy of the complaint by Plaintiff Shellenbaum as an exhibit to the Shellenbaum PAGA Notice.

1 7. On November 18, 2021, after sixty-five (65) days had passed since service of the
2 Shellenbaum PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code
3 violations, plaintiff Shellendaum filed a separate representative action in the Orange County Superior
4 Court, Case No. 30-3021-01232903, seeking PAGA civil penalties against Defendant for Labor Code
5 violations alleged in the Shellenbaum PAGA Notice (the “Shellenbaum PAGA Action”). In the
6 Shellenbaum PAGA Action, Plaintiff performed some written discovery and obtained the production of
7 some documents.

8 8. In August, 2023, the Parties participated in mediation with Lisa Klerman, a well-regarded
9 mediator, experienced in mediating complex labor and employment matters. After a contentious full day
10 of negotiations, the Parties reached agreement on all major issues and subsequently formalized their
11 tentative settlement in the Settlement Agreement now before the Court for approval.

12 9. In this case, the Settlement reached in the total non-reversionary amount of \$1,170,000
13 as the Gross Settlement Amount is the product of substantial effort by the Parties and counsel should be
14 approved as fair, reasonable and adequate. The Settlement was the result of arms-length negotiations
15 during mediation and extensive follow up thereafter between experienced counsel. The Settlement was
16 only reached after factual and legal investigation and research, careful evaluation of the respective
17 parties' strengths and weaknesses, and diligent negotiation efforts. The settlement is a negotiated
18 compromise which took into account risks related to liability, damages, and all the defenses asserted by
19 Defendant. I believe in the fairness of the settlement that is based on factoring in the uncertainty and
20 risks to Plaintiffs involved in not prevailing on the PAGA claim or the theories alleged and potential for
21 appeals. Based on the foregoing data and our own independent investigation and evaluation, I am of the
22 opinion that the settlement with the Defendant for the consideration and on the terms set forth in the
23 Stipulation is fair, reasonable, and adequate in light of all known facts and circumstances, including the
24 risk of significant delay, the defenses asserted by Defendant, and numerous potential appellate issues.

25 10. Plaintiffs’ Counsel seek approval of attorneys’ fees from the PAGA settlement in
26 the amount of \$389,961 representing one-third of the \$1,170,000 Gross Settlement Amount.
27 The payment of attorneys’ fees and costs to Plaintiffs’ Counsel under the Agreement is supported
28 by several factors. First, the requested fees are justified by the result achieved. Plaintiffs’

1 Counsel negotiated a recovery of \$1,170,000.00, and this result justifies the requested fees equal
2 to one third of this recovery. This percentage is within the standard contingent recovery
3 percentage of one-third, and this percentage is what was expressly approved by the Supreme
4 Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is
5 justified by the work performed and contributions to the case. Third, the consideration of the
6 enhancement factors justifies the enhancement of the lodestar. Courts multiply the lodestar by a
7 factor to account for the risk of non-payment, delay in payment, the quality of work, and the
8 novelty and difficulty of the issues involved.

9 11. **Lodestar.** As detailed in the accompanying billing statements, true and correct
10 copies of which is attached hereto as Exhibits #3 and 4, the current lodestar for my firm in this
11 court matter as of April 10, 2024 is \$125,023.75 for more than 161 hours of work prosecuting the
12 claims being resolved by this Settlement.¹ The billing statements attached hereto as Exhibits #3
13 and 4 detail the tasks performed and also itemize the hours worked by each attorney.

14 12. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De
15 Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450
16 to \$750, Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix
17 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of
18 the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved
19 by Court's throughout California, including the Courts in the Superior Court of California. In fact,
20 on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates
21 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the
22 Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is
23 further confirmed by comparing such rates with the rates of comparable counsel practicing
24 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest*
25 *IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)

26
27 ¹ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #3 consists of a billing statement from Tussman which covers work from inception to
June 2022, and Exhibit #4 is the second billing statement from Clio which covers work from
June 2022 to the present.

1 (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
2 average associate billing rate” are reasonable rates when compared within 21 other firms practicing
3 in the Southern District of California.) This survey is useful to show that Class Counsel’s rates
4 are in line with the comparable rates of the defense counsel that opposes these types of class claims,
5 such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by
6 Class Counsel. In another example from several years ago, Sheppard Mullin Richter & Hampton,
7 who is opposing counsel in many cases prosecuted by Class Counsel (one of the most frequent
8 opposing counsel), charged rates as high as \$875 for partners and \$535 for associates. Similarly,
9 Paul Hastings, another opposing counsel in these types of cases, in years past historically charged
10 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by
11 my firm for comparable work are less than these examples and are therefore undoubtedly
12 reasonable.

13 13. **Expenses.** The litigation expenses incurred by my firm in the amount of
14 \$3,955.44 were all reasonably necessary to the litigation and are detailed in Exhibit #3 and 4
15 attached hereto.²

16 I declare under the penalty of perjury under the laws of the State of California that
17 the foregoing is true and correct. Executed this 10th day of April, 2024, at San Diego,
18 California.

19
20 
21 Kyle Nordrehaug

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27 ² Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #3 consists of a billing statement from Tussman which covers expenses from inception to
June 2022, and Exhibit #4 is the second billing statement from Clio which covers expenses from
June 2022 to the present.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435; Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

- WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

August 16, 2021
CA2409

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Crossmark, Inc.
Certified Mail #70203160000075433470
Capitol Corporate Services, Inc.
455 Capitol Mall Complex, Suite 217
Sacramento, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed Crossmark, Inc. and/or CHI Management Group, LP in California and classified as non-exempt employees during the time period of August 16, 2020 until a date as determined by the Court. Our offices represent Plaintiff Jennifer Shellenbaum (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Crossmark, Inc. and/or CHI Management Group, LP (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a Retail Merchandiser from February of 2018 to January 30, 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of

their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

APRIL 10, 2024

JENNIFER SHELLENBAUM

RE: CROSSMARK INC.
FILE NUMBER: CA2409.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/21/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING PENDING LITIGATION IN STATE AND FEDERAL COURT DOCKETS. ANALYZE PREVIOUS SETTLEMENTS AND OVERLAP WITH CURRENT CLAIMS. STATUS UPDATE TO PLAINTIFF.	3.50	850	2,975.00
06/29/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYEMNT FOR LEGAL CLAIMS. REVIEW ALL PAY STUBS FOR 226(A) VIOLATIONS AND REGULAR RATE VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	4.50	850	3,825.00
07/09/21	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF REGARDING WORKPLACE DISCRIMINATION AND RETALIATION ISSUES. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS. LEGAL RESEARCH REGARDING THE SAME.	3.70	850	3,145.00
08/01/21	ND	REVIEW FACTS AND LAW. DRAFT ORIGINAL COMPLAINT. STATUS UPDATE TO PLAINTIFF.	4.50	850	3,825.00
08/07/21	ND	REVIEW AND REVISE COMPLAINT. RESEARCH CALIFORNIA SECRETARY	4.40	850	3,740.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		OF STATE'S WEBSITE FOR ADDITIONAL DEFENDANT INFORMATION. ANALYZE MEAL AND REST BREAK CLAIMS. REVIEW CURRENT CASE LAW.			
08/16/21	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	2.00	850	1,700.00
08/17/21	ND	REVIEW PAY STUBS AND DEFENDANT DOCUMENTS. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND CLAIMS.	2.10	850	1,785.00
11/12/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
11/16/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
11/17/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.40	675	270.00
11/17/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	0.80	675	540.00
11/17/21	RE	REVIEW, EDIT & FINALIZE PAGA ONLY ACTION COMPLAINT DRAFT	1.75	675	1,181.25
11/17/21	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN.	1.20	850	1,020.00
11/18/21	RE	DRAFT SUMMONS AND CIVIL COVER SHEET	0.50	675	337.50
11/18/21	RE	REVIEW PAGA ONLY COMPLAINT PACKAGE; PREPARE FOR FILING; FILE IN OC SUP. CT.	0.80	675	540.00
11/24/21	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKERT; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/24/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
11/24/21	JH	REVIEW/ANALYZE COMPLAINT AND CASE NOTES; COORDINATE DISCOVERY WITH HD	2.50	750	1,875.00
12/15/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT TERMS AND ENFORCEABILITY. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS SURROUNDING THE SIGNING OF THE AGREEMENT. LEGAL RESEARCH REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY ISSUES AND ENFORCEMENT.	4.80	850	4,080.00
12/29/21	JH	REVIEW DOCS FROM PLAINTIFF AND 1198.5 DOCS; CREATE EXHIBIT BOOK AND UPDATE CASE NOTES	3.50	750	2,625.00
12/29/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; RESEARCH RE IDENTIFICATION OF REGISTERED AGENT RE LIMITED PARTNERSHIP DEFENDANT; SEND OUT FOR SERVICE VIA KNOX	1.00	675	675.00
01/11/22	RE	FILE POS OF SUMMONS RE CROSSMARK; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY COMMENCEMENT PERIOD	0.50	675	337.50
01/13/22	RE	FILE POS OF SUMMONS AS TO DEFENDANT CHI MANAGEMENT GROUP LP	0.50	675	337.50
01/19/22	JH	REVIEW/REVISE DRAFT DISCOVERY TO DEFENDANT CROSSMARK; ADVISE HD	1.00	750	750.00
01/21/22	JH	REVIEW ARB AGREEMENT TO ASSESS POTENTIAL PAGA CARVE OUT; ADVISE TEAM	1.00	750	750.00
01/28/22	JH	REVIEW/REVISE DISCOVERY	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REQUESTS TO DEFENDANT CHI MAN.; FINALIZE ALL DISCOVERY AND PREPARE FOR SERVICE			
03/09/22	JH	REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL; ANALYZE ARB AGREEMENT AND DISCUSS WITH TEAM	0.70	750	525.00
03/11/22	JH	REVIEW AND REVISE DEFENDANT'S DRAFT STIP TO STAY; DISCUSS WITH KN: CIRCULATE TO DEFENDANT	0.60	750	450.00
03/11/22 17	KN	REVIEW & REVISE STIPULATION DRAFT	0.50	950	475.00
03/14/22	JH	REVIEW DEFENDANT'S FURTHER REVISIONS TO STIP; FINALIZE, EXECUTE AND CIRCULATE	0.40	750	300.00

TOTAL BILLED HOURS

JEFF HERMAN	11.70 hr @ 750.00	\$ 8,775.00
KYLE NORDREHAUG	0.50 hr @ 950.00	\$ 475.00
NICK DEBLOUW	30.70 hr @ 850.00	\$ 26,095.00
RICO EHMANN	7.15 hr @ 675.00	\$ 4,826.25
SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00

TOTAL PROFESSIONAL SERVICES

55.25

\$ 42,511.25

COSTS ADVANCED

08/16/21	PAGA FILING FEE	75.00
11/24/21	ONE LEGAL FEE/FILING FEE	1,492.00
01/11/22	FILING FEE/ONELEGAL FEE	14.67
01/13/22	FILING FEE/ONELEGAL FEE	14.67
01/13/22	FILING FEE/ONELEGAL FEE	38.86
01/15/22	FILING FEE/ONELEGAL FEE	39.64
01/31/22	KNOX ATTORNEY SERVICES	183.75
01/31/22	KNOX ATTORNEY SERVICES	111.75

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/31/22	KNOX ATTORNEY SERVICES	186.75
03/01/22	LEXIS NEXIS	<u>24.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 2,181.09</u>
TOTAL CURRENT CHARGES		<u>\$ 44,692.34</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 04/10/2024
Due On: 05/10/2024

Jennifer Shellenbaum
124 N. Tustin Ave #F1
Anaheim, CA 92807

CA2409

Crossmark, Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	03/03/2022	Reviewed correspondence re Defendant response deadline. Discussed with NJD and JSH. Drafted, revised and sent communication to Opp Counsel.	0.70	\$675.00	\$472.50
Service	03/14/2022	Reviewed and analyzed internal and opposing counsel correspondence re: Arbitration and Case Management Statement. Discussed with JSH and KN.	1.40	\$675.00	\$945.00
Service	04/12/2022	Reviewed case file, orders, docket, correspondence and discovery for upcoming deadlines and ensured calendar was accurate for case.	0.30	\$675.00	\$202.50
Service	06/22/2022	analysis of arbitration issues; advise staff	0.50	\$950.00	\$475.00
Service	06/23/2022	Review and Analyze: Review and analyze Court Order; circulate	0.30	\$750.00	\$225.00
Service	07/11/2022	Correspondence with Opposing Counsel: Review correspondence from Defense Counsel; analyze Arb Agreement; discuss with KN; prepare response to defense counsel	1.50	\$750.00	\$1,125.00
Service	07/11/2022	Review and analyze pleadings, orders and case notes. Draft Initial Joint Status Conference Statement and send to Opposing Counsel.	2.90	\$675.00	\$1,957.50
Service	08/23/2022	Review Def discovery responses; advise SP re Meet and Confer	2.00	\$750.00	\$1,500.00

Service	08/23/2022	Review/analyze status of discovery. Draft/send memo to team re plan.	2.00	\$895.00	\$1,790.00
Service	08/24/2022	Review and revise meet and confer correspondence to defense counsel	0.70	\$750.00	\$525.00
Service	08/24/2022	Review discovery responses. Draft meet and confer for FROGS, RFA, RFP and SROGS for Defendants Crossmark and CHI Management.	4.10	\$675.00	\$2,767.50
Service	08/24/2022	Review all discovery to date. Discuss with S. Puche. Review 204 and 226 claims. Legal research regarding the same. Analyze related litigation. Status update to Plaintiff.	3.70	\$850.00	\$3,145.00
Service	09/02/2022	Correspondence with defense counsel re discovery	0.30	\$750.00	\$225.00
Service	09/19/2022	Reviewed correspondence from Counsel, met and conferred re: Discovery Motion to Compel Deadline continuance. Arranged for calendaring.	0.70	\$675.00	\$472.50
Service	10/03/2022	Reviewed case file and calendar in anticipation of MTC deadline.	0.20	\$675.00	\$135.00
Service	10/06/2022	Reviewed discovery and communicated with opposing counsel re motion to compel deadline.	0.60	\$675.00	\$405.00
Service	10/25/2022	Reviewed meet and confer correspondence. Drafted and sent email to Counsel re MTC deadline. Ensured extension deadline was calendared.	0.40	\$675.00	\$270.00
Service	11/03/2022	Reviewed Tentative on Pro hac vice tentative. Discussed with JSH. Advised Co Counsel and the Court of Submission on tentative.	0.90	\$675.00	\$607.50
Service	11/14/2022	Correspondence with Opposing Counsel re: meet and confer on Discovery responses and MTC deadline. Researched downloaded and reviewed Court Orders and local rules. Obtained continuance and ensured extension was calendared.	1.10	\$675.00	\$742.50
Service	12/07/2022	Review file; discuss matter with SP; draft joint CMC stmt and circulate to Defendant for review	1.00	\$750.00	\$750.00
Service	12/07/2022	Reviewed correspondence, calendar and email meet and confer from JSH and Joint CMC Statement.	1.30	\$675.00	\$877.50
Service	12/08/2022	F/u correspondence with defense counsel; review and revise draft stip. to stay; discuss with KN and AJB; advise SP re motion to compel	1.60	\$750.00	\$1,200.00
Service	12/08/2022	Discussed Arbitration and stipulation with JSH. Reviewed M&C correspondence with Co Counsel re: stay pending Viking and Arb of individual claims. Reviewed and revised Joint Stipulation for Arbitration.	1.90	\$675.00	\$1,282.50
Service	12/08/2022	Review/analyze memo re arb/discovery. Review/analyze arb enforceability issues. Draft/send memo to	4.00	\$895.00	\$3,580.00

		team. Analyze claims/facts of case; existence of overlapping actions.			
Service	12/13/2022	Review Defendant's further revisions to draft stip to arbitrate individual claims and stay representative claims; discuss with KN	0.50	\$750.00	\$375.00
Service	12/15/2022	Reviewed calendar, correspondence and docker. Drafted and sent communication to Counsel re: MTC Deadline extension. Confirmed MTC extension and ensured new deadline calendared.	0.70	\$675.00	\$472.50
Service	01/04/2023	Review/analyze PAGA long form agreement.	2.00	\$895.00	\$1,790.00
Service	04/04/2023	Draft Case Management Statement: Telephone call with JH re status in order to draft Case Management Conference Statement	0.20	\$450.00	\$90.00
Service	04/05/2023	Review/revise draft cmc stmt; advise TM	0.30	\$750.00	\$225.00
Service	04/05/2023	Draft Case Management Statement: Reviewed file to draft Joint CMC Statement; Drafted Joint CMC Statement; Revised and sent email to opposing counsel re Joint CMC Statement	1.90	\$450.00	\$855.00
Service	04/06/2023	Correspondence with Opposing Counsel: Emails to and from opposing counsel re joint CMC statement	0.30	\$450.00	\$135.00
Service	04/07/2023	Draft Case Management Statement: Emails to and from opposing counsel re revisions to Joint CMC Statement; reviewed Defendant's revisions to Joint CMC Statement; finalized and signed Joint CMC Statement	0.60	\$450.00	\$270.00
Service	04/13/2023	Review and Analyze: Planned and prepared for upcoming Case Management Conference	0.50	\$450.00	\$225.00
Service	06/06/2023	Review pay stubs for late payment of wages and sick pay claims. Legal research regarding the same. Status update to Plaintiff.	2.70	\$850.00	\$2,295.00
Service	07/27/2023	Review Order re stay of action in light of Adolph v. Uber; advise team re status report; review draft report and advise SP	0.60	\$750.00	\$450.00
Service	07/28/2023	Reviewed correspondence, docket, documents. Drafted, revised and finalized proposed joint status report. Met and Conferred with Counsel re joint report. Revised and finalized Joint Report. Arranged for service and filing.	1.80	\$675.00	\$1,215.00
Service	07/28/2023	Execute and finalize Proof of Service. Process and submit Joint Status Report Re: Post Decision In Adolph v. Uber Technologies and Proof of Service to Court for filing and serve via email.	0.50	\$250.00	\$125.00
Service	07/31/2023	Reviewed correspondence and followed up with Counsel Re: setting up M&C time.	0.40	\$675.00	\$270.00

Service	08/07/2023	Correspondence with other Aggrieved Employees of Defendant. Review claims and case status.	0.70	\$850.00	\$595.00
Service	09/15/2023	Review/analyze memo from cocounsel re settlement. Prep and appear for call re settlement. Advise staff.	4.00	\$895.00	\$3,580.00
Service	09/19/2023	Analyze settlement reached in other case. Draft send proposal to cocounsel to proceed jointly.	2.00	\$895.00	\$1,790.00
Service	09/26/2023	Review/analyze revised MOU	0.70	\$750.00	\$525.00
Service	09/26/2023	Review/revise MOU. Draft / send corr to cocounsel re same.	3.00	\$895.00	\$2,685.00
Service	09/26/2023	Review/revise MOU. Draft/send corr advising cocounsel. Draft/send memo to staff re reps' enhancement.	3.00	\$895.00	\$2,685.00
Service	10/10/2023	Draft: Began drafting Joint Status Report; Reviewed file and pertinent documents to draft Joint Status Report.	0.50	\$450.00	\$225.00
Service	10/11/2023	Draft: Drafted Joint Status Report; Email to OPC re Joint Status Report; Revised Joint Status Report per JH revisions.	0.90	\$450.00	\$405.00
Service	10/12/2023	Correspondence with Opposing Counsel: Email to and from OPC re joint status report; reviewed Defendant's revisions to joint status report; Revised Joint Status Report; email to and from OPC re finalized joint status report; finalized and signed report and advised HD re service and filing.	1.40	\$450.00	\$630.00
Service	10/12/2023	Review/analyze Defendant's proposed revisions to joint report; advise TM	0.40	\$750.00	\$300.00
Service	10/12/2023	Execute and finalize Proof of Service. Process and submit Joint Status Report to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	10/12/2023	Review status report. Discuss with T. Moran. Status update to Plaintiff. Analyze discovery to date and mediation issues.	1.30	\$850.00	\$1,105.00
Service	10/13/2023	Review and research court case docket to confirm 10/19/2023 Class ADR Review Hearing still on calendar. Review court appearance requirements. Obtain information for zoom telephonic appearance. Email correspondence to appearing attorney to advise.	0.20	\$250.00	\$50.00
Service	10/16/2023	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
Service	10/17/2023	Review order continuing hearing; confer with calendar, circulate, and advise team	0.30	\$750.00	\$225.00
Service	10/17/2023	Reviewed and analyzed Court's Minute Ordre re ADR Review Hearing.	0.20	\$450.00	\$90.00

Service	10/17/2023	Review/revise MOU. Analyze status of cases/ adherence to Court's deadlines/rules.	3.00	\$895.00	\$2,685.00
Service	10/17/2023	Review/revise MOU. Ask question of staff re reps. Review/analyze response. Draft send corr to cocounsel re MOU and PAGA reps.	3.00	\$895.00	\$2,685.00
Service	10/19/2023	Reviewed Court docket to confirm continuance of ADR hearing.	0.30	\$450.00	\$135.00
Service	10/23/2023	Review MOU sent by defense attorney. Revise and send back. Analyze staff's compliance with court deadlines/compliance with court rules.	2.00	\$895.00	\$1,790.00
Service	10/30/2023	Review final MOU	0.40	\$750.00	\$300.00
Service	10/30/2023	Review MOU, analyze re long form.	2.50	\$995.00	\$2,487.50
Service	11/13/2023	Review fully executed MOU; discuss with NBB and KN re longform	0.80	\$750.00	\$600.00
Service	11/13/2023	Review MOU, analyze final re long form issues.	2.50	\$995.00	\$2,487.50
Service	11/28/2023	Execute and finalize Proof of Service. Process and submit Joint Status Report to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	11/28/2023	Reviewed complaint, documents, MOU, Orders and correspondence. Drafted Joint Status Report and sent to Counsel. Reviewed, revised and finalized joint statement and arranged for service and filing.	1.80	\$675.00	\$1,215.00
Service	12/06/2023	Reviewed Calendar and MOU for deadline information. Sent to JSH.	0.30	\$675.00	\$202.50
Service	12/12/2023	Reviewed calendar, orders and case notes. Correspondence with Co Counsel re First Amended Complaint.	0.50	\$675.00	\$337.50
Service	12/20/2023	Review draft longform; discuss with KN	1.00	\$750.00	\$750.00
Service	12/21/2023	Review long form PAGA Agreement; forward redline changes to KN for review	1.50	\$675.00	\$1,012.50
Service	01/10/2024	Review draft Agreement; analysis of issues and review revisions from RE; prepare further redlines and research issue; send redline agreement and memo to co-counsel	2.00	\$950.00	\$1,900.00
Service	01/31/2024	Review Def revisions to draft PAGA agreement; emails with co-counsel; respond to revisions	1.00	\$950.00	\$950.00
Service	02/01/2024	Review revised agreement; review and revise PAGA notice; email redlines to co-counsel	1.00	\$950.00	\$950.00
Service	02/28/2024	Discuss with co-counsel; request administrative bids and review bids for comparison	0.50	\$750.00	\$375.00

Service	03/06/2024	Further revise and circulate longform agreement to defense counsel	0.60	\$750.00	\$450.00
Service	03/06/2024	Review file; discuss with JH procedural posture re long form Agreement & status of Admin bids	0.50	\$675.00	\$337.50
Service	03/12/2024	Review settlement agreement terms for conformity with MOU. Send agreement for signature to Plaintiff. Follow up call to explain terms and timing of settlement approval and payment.	1.40	\$850.00	\$1,190.00
Service	03/15/2024	Review billing statement and resolve issues; memo to staff	0.50	\$950.00	\$475.00
Service	03/18/2024	Review and analyze MOU. Discuss settlement terms with Partners. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of pay out.	1.90	\$850.00	\$1,615.00
Service	03/21/2024	Review executed agreement; advise team; coordinate with co-counsel re approval motion; begin preparing FAC and advise SP	1.00	\$750.00	\$750.00
Service	03/25/2024	Review Complaint, Related Complaint, MOU and Long Form Settlement Draft. Drafted First Amended Class and Representative Action Complaint. Sent to JSH.	3.30	\$675.00	\$2,227.50
Service	03/29/2024	Corresp. with co-counsel re status of approval motion and loadstar; advise team	0.40	\$750.00	\$300.00
Service	04/02/2024	Review co-counsel's new draft of the FAC and compared with BNBD FAC. Compared with original complaints. Reviewed PAGA letters, case notes, MOU and Settlement Agreement. Revised and sent FAC to JSH.	2.40	\$675.00	\$1,620.00
Service	04/09/2024	Review draft motion; respond to co-counsel emails	1.00	\$950.00	\$950.00
Service	04/10/2024	Draft declaration ISO motion; analysis of billing for accuracy; memo to staff; update declaration	2.00	\$950.00	\$1,900.00
Services Subtotal					\$82,512.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	12/08/2022	One Legal Invoice No. 04588548	1.00	\$12.87	\$12.87
Expense	12/08/2022	One Legal Invoice - 04588548	1.00	\$12.87	\$12.87
Expense	04/07/2023	One Legal Invoice No. 04893379	1.00	\$13.33	\$13.33
Expense	04/07/2023	One Legal Invoice No. 04893185	1.00	\$13.33	\$13.33
Expense	05/01/2023	Lexis Nexis	1.00	\$113.00	\$113.00

Expense	06/02/2023	Lexisnexis	1.00	\$187.00	\$187.00
Expense	07/03/2023	Lexis Nexis	1.00	\$187.00	\$187.00
Expense	07/28/2023	Court filing via OneLegal	1.00	\$15.65	\$15.65
Expense	08/02/2023	LexisNexis	1.00	\$165.00	\$165.00
Expense	09/01/2023	Lexis Nexis	1.00	\$198.00	\$198.00
Expense	10/02/2023	LexisNexis	1.00	\$143.00	\$143.00
Expense	10/12/2023	One Legal Invoice No. 05399806	1.00	\$15.65	\$15.65
Expense	11/28/2023	One Legal Invoice No. 05528565	1.00	\$15.65	\$15.65
Expense	12/03/2023	LexisNexis	1.00	\$187.00	\$187.00
Expense	01/02/2024	LexisNexis	1.00	\$132.00	\$132.00
Expense	02/05/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	03/04/2024	LexisNexis	1.00	\$209.00	\$209.00
Expenses Subtotal				\$1,774.35	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	28.0	\$895.00	\$25,060.00
Norm Blumenthal	5.0	\$995.00	\$4,975.00
Nicholas De Blouw	11.7	\$850.00	\$9,945.00
Ricardo Ehmann	2.0	\$675.00	\$1,350.00
Jeffrey Herman	14.9	\$750.00	\$11,175.00
Trevor Moran	7.3	\$450.00	\$3,285.00
Kyle Nordrehaug	8.0	\$950.00	\$7,600.00
Sergio Puche	27.7	\$675.00	\$18,697.50
Heather Drosi	1.7	\$250.00	\$425.00
Subtotal			\$84,286.85
Total			\$84,286.85

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/10/2024	\$84,286.85	\$0.00	\$84,286.85
Outstanding Balance				\$84,286.85
Total Amount Outstanding				\$84,286.85

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

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Home

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

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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