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Attorneys for Plaintiffs VIVIAN LY, WENDY
MACIEL, and RENE PALACIOS, on behalf of
themselves and others similarly Aggrieved Employees

Plaintiffs' Counsel continued on next page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

VIVIAN LY, on behalf of herself and others
similarly situated,

Plaintiff,

v.

PRIME COMMS RETAIL, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,
Defendants.

Case No. 34-2020-00281668

**DECLARATION OF LEONARD H.
SANSANOWICZ, ESQ., IN SUPPORT OF
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: November 16, 2021
Time: 9:00 a.m.
Place: Dept. 54

Reservation No. 2591498

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Attorneys for Plaintiffs VIVIAN LY, WENDY
MACIEL, and RENÉ PALACIOS, on behalf of
themselves and others similarly Aggrieved Employees

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I, Leonard H. Sansanowicz, declare:

1. I am over 18 years old and not a party to this action. I have personal knowledge of the matters stated herein, and if called as a witness I could and would competently testify under oath thereto. I am an attorney licensed to practice before all courts of the State of California and the United States District Courts for the Central, Eastern, Northern, and Southern Districts of California. I am the principal of Sansanowicz Law Group, P.C., and counsel for the named plaintiff René Palacios (“Plaintiff”). I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement.

2. I received my Juris Doctor from Loyola Law School in 2007 and was admitted to the California bar in May 2008. While in law school, I completed externships at the Office of the City Attorney of Los Angeles, the Los Angeles District Attorney's Office, and the United States Attorney's Office, Central District of California. As a certified law clerk at the U.S. Attorney's Office, I successfully prosecuted a misdemeanor trial as the lead trial attorney, obtaining a sentence from the U.S. Magistrate Judge. As a certified law clerk at the District Attorney's Office, I personally conducted over a dozen preliminary hearings and sat second chair for a felony trial that resulted in conviction. While at the City Attorney's Office, I assisted in trial preparation and sat second chair in a civil lawsuit the City successfully defended. Also, while in law school, I was a member of the prestigious Byrne Trial Advocacy Team, which consistently is considered one of the nation's top law school mock trial advocacy teams by the U.S. News & World Report's Annual Ranking and was a Senior Articles Editor of the Loyola of Los Angeles Law Review.

3. Since becoming an attorney, I have practiced exclusively in employment law, representing plaintiffs in discrimination, harassment, retaliation, and wrongful termination cases, as well as individual and multi-plaintiff wage and hour actions, and state and federal class and representative actions.

4. Immediately prior to and upon passing the bar exam, I worked for three and one-half years as a law clerk and associate to Steven G. Pearl of The Pearl Law Firm. Mr. Pearl is a

1 recognized authority in wage and hour law who has been recognized as a Super Lawyer both as
2 an attorney and as a mediator and is an Advisor and former Executive Committee Member of
3 the State Bar Labor and Employment Law Section. Together with Mr. Pearl, I co-authored a
4 chapter on the Fair Labor and Standards Act in a practice guide published by the National
5 Employment Lawyers Association and Lexis Nexis's Matthew Bender series. During my time
6 with The Pearl Law Firm, I tried four bench trials and two default prove-ups on my own and sat
7 second chair for a jury trial and two other bench trials, all in the wage and hour context.

8 5. Following The Pearl Law Firm, I was an associate with Lavi & Ebrahimian, LLP
9 for approximately two and one-half years, where I handled numerous cases in all aspects of
10 employment law, including individual and multi-plaintiff wage and hour actions, state and
11 federal class actions, wrongful termination, discrimination, harassment, and retaliation cases.
12 During my time at Lavi & Ebrahimian, LLP, I was the lead (and sole) trial counsel in two jury
13 trials, both of which resulted in 12-0 verdicts in favor of my clients: *Arrellano v. The Castle*
14 *Valet Car Wash, Inc., et al.*, Orange County Superior Court Case No. 30-2009-00116989 (2013),
15 and *Hernandez v. Headquarters Marketing, Inc., et al.*, Los Angeles Superior Court Case No.
16 BC443589 (2012).

17 6. Also during my time at Lavi & Ebrahimian, LLP, I handled wage and hour class
18 actions against such employers as: Option One Home Medical Equipment, Inc., which settled
19 for \$3,000,000; Burrtec Waste Group, Inc., which settled for \$2,789,000; Trojan Battery Co.,
20 Inc., which settled for \$850,000; Packaging Dynamics Corporation, which settled for \$625,000;
21 Famsa, Inc., which settled for \$602,000; Juicy Couture, Inc., which settled for \$520,000; CR&R
22 Inc., which settled for \$350,000; Exopack-Ontario, Inc., which settled for \$350,000; Visterra
23 Credit Union, which settled for \$325,000; BHFC Operating, LLC, which settled for \$315,000;
24 Philatron International, Inc., which settled for \$250,000; United Natural Foods West, Inc., which
25 settled for \$250,000; and TeamOne Employment Specialists, LLC, which settled for \$220,000.

26 7. I was an associate, Senior Associate, and Senior Counsel with Feldman Browne
27 Olivares, APC ("FBO"), from January 2014 through May 2018. At FBO, I continued to handle
28 numerous cases in all aspects of employment law. For example, I sat second chair in a successful

1 prosecution of a disability discrimination/wrongful termination/defamation trial, *Rivera v.*
2 *Costco Wholesale Corporation*, Riverside County Superior Court Case No. RIC 1218368, which
3 resulted in a verdict of \$1,686,500 in our client's favor.

4 8. During the time I was with FBO, the class actions I handled that resolved included
5 Kellogg Brown & Root, LLC, for \$3,750,000; Golden Road Food Services, LLC, which settled
6 for \$1,500,000; Rockstar Beverage Corp., which settled for \$1,400,000; Matheson Tri-Gas, Inc.,
7 which settled for \$1,300,000; and Space Exploration Technologies Corp., which settled for
8 \$750,000.

9 9. For six consecutive years (2013-2018), I was named a Southern California Rising
10 Star by Super Lawyers magazine, a distinction given to 2.5% of attorneys who either are under
11 forty (40) years of age or have been in practice for less than ten (10) years based on peer
12 balloting.¹ From 2015²-2018, I was named to the Up & Coming 100 list, meaning the top 100
13 attorneys to watch from the Rising Stars. For the past four years (2019-2022), I have been named
14 a Southern California Super Lawyer in Employment Litigation: Plaintiff, a designation granted
15 to the top 5% of attorneys in a geographic area based on peer nominations and evaluations.

16 10. I have been a contributing author to the California State Bar Labor &
17 Employment Law Review, co-authoring the Wage and Hour Update, since July 2015, and a guest
18 contributor to the CELA Bulletin (see below). My article, "The Nature of PAGA Actions – A
19 PAGA Primer," appeared in the May 2021 Employment Law issue of Advocate magazine,
20 published by Consumer Attorneys Association of Los Angeles ("CAALA"), the largest
21 association of plaintiff's attorneys in the nation. In September 2021, I was a panelist on a panel
22 on arbitration at the CAALA annual conference.

23 11. I am a member of and active in several plaintiff's and employment groups,
24 including the California Employment Lawyers Association ("CELA"), a statewide organization
25 of nearly 1,200 attorneys who devote the major portion of their practices to representing

26 ¹ The Super Lawyer selections process is conducted by the publishers of Law and Politics magazine and
27 results are published in Los Angeles Magazine, The New York Times, and Southern California Super
28 Lawyers Magazine.

² The first year Super Lawyers created the Up & Coming 100 list was 2015, and I was awarded the
distinction each year for the first four years of its existence.

1 employees in individual employment cases and class actions, the Los Angeles chapter of the
2 National Employment Lawyers Association (“NELA”), and the Los Angeles County Bar
3 Association Labor and Employment Law Section (“LACBA”). I am a Member of CELA’s
4 Executive Board and an active member of several CELA committees, including past co-chair of
5 the Worker Outreach Committee, through which I organized Know Your Rights presentations
6 throughout Southern California. I also am a member of the LACBA Labor & Employment
7 Executive Committee and served for three years as co-chair of their Saturday Seminar
8 Committee, which produces three to four continuing legal education programs on employment
9 law per year. Through my work on LACBA’s Saturday Seminar Committee, but not during my
10 tenure as co-chair, I: moderated a panel of three sitting judges of the Los Angeles County
11 Superior Court (the Honorable Rupert A. Byrdsong, the Honorable Randolph M. Hammock, and
12 the Honorable Ruth A. Kwan) (Nov. 2020); coordinated and hosted a mock voir dire presentation
13 with four exceptional practitioners (Dan Stormer and David deRubertis for Plaintiff, Tracey
14 Kennedy (Sheppard Mullin) and Elena Baca (Paul Hastings) for Defendant), two jury
15 consultants, and Los Angeles County Superior Court Judge Mary Anne Murphy (June, 2014);
16 and moderated a Nuts ‘N Bolts seminar on employment law (including wage and hour,
17 discrimination, retaliation, and wrongful termination) (Jan. 2012). In addition to the Saturday
18 Seminar Committee, I am Vice-Chair of LACBA’s Annual Symposium Committee, helping to
19 organize the Labor and Employment Section’s Annual Symposium, usually held at the
20 Millennium Biltmore hotel in Los Angeles. In March 2020, I co-presented the Year in Review
21 panel of the Annual Symposium with George W. Abele of Paul Hastings.

22 12. I moderated a panel on arbitration at CELA’s Twelfth Annual Advanced Wage
23 and Hour Conference (May 2016) and have also moderated: a webinar for the State Bar Labor
24 and Employment Section, “Using Unpaid Interns, Apprentices, Volunteers, and Trainees: It
25 Could Cost You!” (Dec. 2015); a panel on emerging trends in wage and hour law at CELA’s
26 Eleventh Annual Advanced Wage and Hour Conference (April 2015); a panel on Electronically
27 Stored Information at CELA’s annual conference (Oct. 2014); and hosted CELA’s Seventh
28 Annual Advanced Wage and Hour Conference (April 2011). I also was a panelist for a continuing

1 legal education event, “When Industry Practice and Labor Law Collide: Hot Topics in
2 Entertainment and Employment Law,” Beverly Hills Bar Association’s Labor & Employment
3 Section (Dec. 2012).

4 13. Pursuant to my work with CELA’s Wage and Hour Committee, I submitted
5 *amicus* letters requesting de-publication of the following cases: *Bain v. Tax Reducers, Inc.* (2013)
6 219 Cal.App.4th 110; *Tien v. Tenet Healthcare Corp.* (2011) 192 Cal.App.4th 1055; and *In re:*
7 *Lamps Plus Overtime Cases, Flores, et al. v. Lamps Plus, Inc., et al.* (2011) 195 Cal.App.4th
8 389. All three cases were de-published.

9 14. I have served as a judge for multiple years in law school trial advocacy
10 competitions, through both the American Bar Association’s Labor and Employment Section and
11 for the National Civil Trial Competition.

12 15. Together with the assistance of Plaintiff, I conducted an extensive investigation
13 prior to filing the initial complaint on May 21, 2019, in Riverside County, Case No. RIC
14 1902996, Spring Communications Holding, Inc., dba SC Spring Communications Holding, Inc.
15 (“Spring”), GameStop Corp, and an individual defendant, Cesar Yanez-Canton (the “Palacios
16 Action”). On March 12, 2019, I electronically filed a PAGA notice with the Labor and
17 Workforce Development Agency (“LWDA”) and mailed the notice via certified mail to all three
18 defendants. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA notice I filed
19 and mailed on March 12, 2019. Attached hereto as **Exhibit 2** is a true and correct copy of the
20 confirmation email that I received from the LWDA upon submitting the PAGA notice
21 electronically.

22 16. During the Palacios action, we received information that justified dismissing
23 defendant GameStop and defendant Yanez-Canton. Further, while the Palacios Action was
24 pending, the California Supreme Court issued the seminal opinion of *ZB, N.A. v. Super. Ct. of*
25 *San Diego County* (2019) 8 Cal.5th 175, in which the high court definitively concluded that (1) the
26 language in Labor Code section 558 providing for a fixed civil penalty (\$50/\$100) “in addition to
27 an amount sufficient to recover underpaid wages” does not encompass the amount of unpaid wages
28 as part of the civil penalty, and (2) in any event Section 558 contains no private right of action. As

1 such, Plaintiff had to amend the complaint to reflect those changes in the law as well as the
2 dismissed defendants. After receiving leave from the court to amend, Plaintiff filed a First Amended
3 Complaint on or about March 17, 2020, which became the operative complaint. (The FAC was filed
4 around the beginning of COVID-19 closures, which delayed processing of many documents.)
5 Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email that I received
6 from the LWDA upon uploading the First Amended Complaint to the LWDA website.

7 17. Plaintiff propounded initial written discovery on Spring. Plaintiff and Spring then
8 agreed to try to resolve their disputes informally. During the informal discovery period in
9 advance of mediation, counsel for Spring informed me of two other actions, the instant action of
10 *Ly v. Prime Comms Retail, LLC* (the “Ly Action”) as well as one filed by plaintiff Wendy Maciel
11 (the “Maciel Action”) against the defendant entities. All parties agreed to participate in a joint
12 mediation session to try to achieve a global resolution of all claims.

13 18. On April 9, 2021, the parties engaged in a full-day mediation with a very
14 experienced wage and hour mediator, Lynn S. Frank, Esq., of Frank and Feder Mediators, and
15 exchanged informal discovery in advance of mediation that allowed the parties to evaluate the
16 claims and reach the instant settlement. Plaintiff hired an expert economist to prepare damage
17 calculations and an exposure analysis for the mediation. The parties engaged in good faith, arms-
18 length negotiations concerning possible resolution of all claims asserted in litigation, after which
19 the parties were able to agree on a settlement.

20 19. The settlement amount is, of course, a compromise figure. Plaintiff considered
21 the risk he would not prevail at trial, the uncertainty of even more appeals, risks related to proof
22 of Plaintiff’s claims, and the strengths and weaknesses of Defendant’s defenses. Plaintiff also
23 considered the possibility that if a settlement were reached after additional years of litigation,
24 the great expenses and attorney’s fees of litigation would even further reduce the amount of
25 funds available to the State and to the aggrieved employees for settlement. Thus, the settlement
26 that has been reached is the product of very strategic and efficient effort, and a great deal of
27 expense by the Parties and their Counsel.

28 20. Plaintiff René Palacios provided valuable input and assistance throughout the

1 litigation, including meeting with me and my co-counsel by phone regularly, showing a
2 continued and sustained interest in the progression of the lawsuit, and providing documents and
3 details that were instrumental to our understanding of the policies and procedures at issue.
4 Plaintiff also has signed a general release of all claims related to his employment with Defendant,
5 both known and unknown, so he cannot pursue any other potential claims.

6 21. I have known and worked with co-counsel Kevin T. Barnes for over ten years and
7 am very familiar with his experience and his firm's work product. Plaintiffs' Counsel all are
8 experienced and qualified to evaluate the claims and viability of the defenses. I believe that my
9 and my co-counsel's experience litigating wage and hour claims, both individually and as class
10 and representative actions, allowed us to litigate the case efficiently and to accurately assess the
11 value of the claims alleged herein.

12 22. I am very familiar with the contingent fee market throughout California,
13 particularly as it pertains to complex employment, wage and hour, and class action and
14 representative litigation. Contingency fee agreements with plaintiffs, both on an individual basis
15 and as representatives in class or representative actions, commonly provide that Plaintiff's
16 counsel will receive a fee between one-third and 40% of any recovery that is obtained, and that
17 counsel will be reimbursed for the costs they incurred out of a recovery amount. These are typical
18 and standard percentages in employment related contingency agreements in Los Angeles and
19 Sacramento Counties and throughout California. Indeed, in my opinion, the plaintiff in this
20 complex wage and hour case could not have retained competent counsel in California,
21 particularly with the considerable skill and expertise of my firm or that of my co-counsel, for
22 any amount significantly less than the contingency fee percentage provided in these types of
23 retainer agreements. Plaintiff's Counsel has not been paid any money for attorney's fees on this
24 case and has advanced all costs.

25 23. Most of my clients are retained on a contingency fee basis, and in the class action
26 context all are contingency fees. When representing clients on an individual basis, I regularly charge
27 a contingency of 40% for wage and hour or FEHA matters, which is consistent with the prevailing
28 rate in Los Angeles, based on my experience and my association with other local plaintiff-side

1 practitioners.

2 24. My current regular billing rate is \$750 per hour, for which I was approved
3 recently in the matter of *Palomino v. Video Voice Data Communications*, San Bernardino County
4 Case No. CIVDS2009603. Further, in my practice I regularly oppose partners and Senior
5 Associates from large defense firms, and my rate is consistent with the rates of defense attorneys
6 who provide comparable legal services, particularly given my experience and my contributions
7 to the legal community. Attached hereto as **Exhibit 4** is a true and correct copy of the order
8 granting Final Approval of Class Action Settlement and finding that the requested rates of the
9 attorneys, including \$750 per hour for my services, was fair and reasonable and within the
10 accepted rates for attorneys of similar background and experience (see paragraph 6).

11 25. I have incurred a total of 126.4 attorney hours, which includes an additional 9
12 hours I expect to spend preparing for and attending the approval hearing, contact with Aggrieved
13 Employees, contact with the Settlement Administrator, and ensuring that proper administration
14 and distribution occurs to all Aggrieved Employees. At my hourly rate of \$750 per hour, this
15 yields a lodestar of \$94,800.00. Attached hereto as **Exhibit 5** is a true and correct copy of an
16 itemized billing of the time I have expended in this matter.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed this 21st day of October 2021, at Los Angeles, California.

20 

21 _____
22 Leonard H. Sansanowicz
23 Declarant
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Exhibit 1



SANSANOWICZ

LAW GROUP, P.C.

1635 Pontius Ave, Second Floor | Los Angeles, CA 90025

Tel: (323) 677-0200 | Fax: (323) 549-0101

March 12, 2019

VIA ELECTRONIC MAIL (\$75 filing fee to follow by mail)

PAGA Administrator
California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: Spring Communications Holding, Inc., dba SC Spring Communications Holding, Inc./GameStop Corp., dba GameStop Corp, and Cesar Yanez-Canton, individually (pursuant to Labor Code §§ 558, 558.1, and 1197.1) (hereinafter, collectively, the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency and the Employer

From: Rene Palacios (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable period, all individual Employers herein were and are members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise. Further, during this time period, the Employer employed the Employee and all other similarly aggrieved employees as hourly non-exempt employees. Employee was a sales associate (“Entertainment Consultant”), and Employer had other non-exempt positions in its retail stores throughout California. During this period, the Employer utilized consistent policies and procedures regarding the Employee and all other similarly aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees performed work for the Employer while clocked out, including but not limited to having to respond to Employer texts to which the Employee and all other aggrieved employees had to respond, even during their off time. As such, the Employer failed to pay all straight time wages, minimum wages and overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject, as stated, to the Employer’s control, in violation of Labor Code §§510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owes penalties pursuant to Labor Code §§2699(f), 558, and/or 1197.1, which includes amounts sufficient to recover underpaid minimum wage and overtime wages.

Second, the Employer paid the Employee and all other similarly aggrieved employees nondiscretionary pay such as commissions and “retro pay,” which appears to be payments of flat sums. Further, the Employer paid the Employee and all other similarly aggrieved employees a flat sum of \$10 per pay period for “Laundry” pay, yet that amount (approximately \$20 per month) exceeds the reasonable laundry costs of normal maintenance of polo or t-shirts which did not require excessive cleaning or specialty laundering, such as dry cleaning; as such, this line item on the wage statements of the Employee and all other similarly aggrieved employees was not a reimbursement but rather additional remuneration for labor performed for the Employer. However, the Employer did not consider any of the above additional pay in the computation of the regular rate of pay in determining the correct overtime pay for the Employee and all other similarly aggrieved employees. As such, the Employer owes the Employee and all other similarly aggrieved employees unpaid overtime wages, in violation of Labor Code §1194, and owes penalties pursuant to Labor Code §§2699(f) and/or 558, which includes an amount sufficient to recover underpaid overtime wages.

Third, as stated, in addition to an hourly wage, the Employer sometimes paid the Employee and all other similarly situated aggrieved employees in the form of a commission on sales. However, the Employer did not give a signed copy of a written contract setting forth the method by which the Employer’s commissions would be computed to the Employee and all other similarly situated aggrieved employees. As such, the Employer violated Labor Code §2751, which provides that whenever an employer enters into a contract of employment with an employee for services to be rendered within California and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid, and the Employer must give a signed copy of this contract to every employee who is a party thereto and must obtain a signed receipt for the contract from each employee. This did not occur here, and as such, the Employer owes penalties pursuant to Labor Code §§2699(a)/(f).

Fourth, the Employer failed to timely provide all legally compliant meal breaks to the Employee and all other similarly aggrieved employees, as the Employee and all other similarly aggrieved employees did not always get full thirty-minute uninterrupted meal breaks within the first five hours of their shift. As such, the Employee and all other similarly aggrieved employees sometimes worked over five hours but were not provided all legally compliant meal breaks. Moreover, the Employee and/or other aggrieved employees worked over ten hours but were not provided all legally compliant second meal breaks. The Employer did not always pay a meal period premium for these violations. As such, the Employer violated Labor Code §§226.7, 512 and 516 and the applicable Wage Order, ¶11, and owes penalties pursuant to Labor Code §§2699(f) and/or 558, which includes an amount sufficient to recover underpaid meal period wages.

Fifth, although the Employer sometimes paid the Employee and all other similarly situated aggrieved employees premium pay for meal period violations, even when the Employer did pay a meal period premium the Employer paid the premium at the base or standard hourly rate of pay, as opposed to the regular rate of pay (when factoring in all other forms of remuneration during the pay period), and thus failed to pay the proper meal period premium to the Employee and all other similarly aggrieved employees. As such, the Employer owes the Employee and all other similarly situated aggrieved employees unpaid wages, and owes penalties pursuant to Labor Code §§2699(f)

and/or 558, which includes an amount sufficient to recover underpaid meal period wages.

Sixth, the Employer failed to provide the Employee and all other similarly situated aggrieved employees with paid rest breaks, as the Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted rest periods within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof (if the Employee or other similarly aggrieved employees worked shifts totaling 3.5-6 hours, 6-10 hours, or 10-14 hours in length). As such, the Employee and all other similarly situated aggrieved employees were not always provided all legally compliant rest periods. The Employer did not pay a rest period premium for any of these violations. As such, the Employer violated Labor Code §226.7 and the applicable Industrial Wage Order, ¶12(A)/(B), and owes rest period penalties pursuant to Labor Code §§2699(f).

Seventh, the Employee and all other similarly situated aggrieved employees incurred mileage-related expenses for the use of their personal vehicles while performing reasonable and necessary work-related duties. However, the Employer failed to reimburse mileage. As such, the Employer violated Labor Code §§450 and 2802, and its own policy, by failing to reimburse the Employee and all other similarly situated aggrieved employees for all mileage-related expenses reasonably incurred in the course of their required work duties and owes penalties pursuant to Labor Code §2699(f).

Eighth, regarding wage statements, pursuant to Labor Code §226 and the applicable Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer's illegal wage and hour policies as set forth above, all wages earned were not reflected on the wage statements provided by the Employer to the Employee and all other similarly aggrieved employees, and the Employer issued improper wage statements. As such, the Employer derivatively violated Labor Code §226, and owes penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Ninth, also regarding wage statements, and in addition to the alleged derivative violations of Labor Code §226 above, pursuant to Labor Code §226(a) and the applicable Wage Order, the Employer is required to include certain information on an employee's wage statement, such as the total hours worked by the employee during the pay period, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Here, the Employer issued improper wage statements to the Employee and all other similarly aggrieved employees because the Employer's wage statements did not always contain all of the above requisite accurate information. As such, the Employer independently violated Labor Code §226, and owes penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Tenth, and finally, regarding waiting time penalties, pursuant to Labor Code §203 the Employee and all other similarly aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because of the Employer's illegal wage and hour policies as set forth above, the Employer derivatively violated Labor Code §§201-203 and owes penalties pursuant to Labor Code §§2699(f).

Pursuant to Labor Code §2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, pursuant to Labor Code §2699.3(c)(2)(A), the Employer may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, pursuant to the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Leonard H. Sansanowicz", written over a horizontal line.

Leonard H. Sansanowicz

cc: (via certified mail) Spring Communications Holding, Inc., 625 Westport Parkway, Grapevine, TX 76051
GameStop Corp, 625 Westport Parkway, Grapevine, TX 76051
Cesar Yanez-Canton, 16167 Ceres Avenue, Apt. 3, Fontana, CA 92335-4554

Exhibit 2

Leonard Sansanowicz

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, March 12, 2019 8:59 AM
To: Leonard Sansanowicz
Subject: Thank you for submission of your PAGA Case.

3/12/2019

LWDA Case No. LWDA-CM-674756-19

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 3

Leonard Sansanowicz

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, May 13, 2020 9:46 AM
To: Leonard Sansanowicz
Subject: Thank you for your Court Complaint Submission

05/13/2020 09:46:19 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 4

ORIGINAL

BY FAX

SANSANOWICZ LAW GROUP
Professional Corporation

1 Kevin T. Barnes, Esq. (SBN 138477)
Barnes@kbarnes.com
2 Gregg Lander, Esq. (SBN 194018)
Lander@kbarnes.com
3 **LAW OFFICES OF KEVIN T. BARNES**
1635 Pontius Avenue, Second Floor
4 Los Angeles, CA 90025-3361
Tel.: (323) 549-9100
5 Fax: (323) 549-0101

6 Leonard H. Sansanowicz (SBN 255729)
leonard@law-slg.com
7 **SANSANOWICZ LAW GROUP, P.C.**
1635 Pontius Avenue, Second Floor
8 Los Angeles, CA 90025
Tel: (323) 677-0200
9 Fax: (323) 549-0101

10 Attorneys for Plaintiff, SAMUEL PALOMINO DEL AGUILA,
on behalf of himself and others similarly situated
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN BERNARDINO – COMPLEX**

14 SAMUEL PALOMINO DEL AGUILA, an) Case No.: CIVDS2009603
individual, on behalf of himself and all)
15 others similarly situated,) **CLASS ACTION**

16 Plaintiff,

) [Assigned for All Purposes to the Hon. David Cohn,
Dept. 26]

17 vs.

18 VIDEO VOICE DATA
COMMUNICATIONS, a California
19 corporation, and DOES 1 to 100, inclusive,

) **[PROPOSED] FINAL ORDER AND JUDGMENT**
) **GRANTING PLAINTIFF'S MOTION FOR**
) **FINAL APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

20 Defendants.
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) Date: September 20, 2021
) Time: 10:00 a.m.
) Dept: S26

) Action Filed: June 1, 2020
) Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 20 2021

BY Christian Hernandez
CHRISTIAN HERNANDEZ, DEPUTY

[PROPOSED] ORDER GRANTING FINAL APPROVAL

The Parties reached a settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement" or "Settlement") between Plaintiff Samuel Palomino on behalf of himself and all others similarly situated ("Plaintiff" or "Class Representative") and Defendant Video Voice Data Communications ("Defendant") (Plaintiff and Defendant shall be referred to collectively as the "Parties") filed with this Court. On September 20, 2021, this Court conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court and this Court's previous Order Granting Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order") entered herein on May 17, 2021. Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the matter, and good cause appearing therefor hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Classes, as set forth in the Preliminary Approval Order.

2. This Order and Judgment Granting Final Approval of Class Action Settlement hereby adopts and incorporates by reference the terms and conditions of the parties' Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all parties to the Class Action, including all members of the Settlement Class.

4. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The Class Notice

1 fairly and adequately described the Settlement and provided Class Members adequate instructions
2 and a variety of means to obtain additional information; provided Class Members with a full
3 opportunity and the means to seek exclusion; and described to Class Members the consequences of
4 remaining in the action as opposed to seeking exclusion. A full opportunity has been afforded to
5 the Class Members to participate in the Final Approval Hearing, and all Class Members and other
6 persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
7 Members are bound by this Order and Judgment. There are zero (0) opt outs or objections to the
8 Settlement.

9 5. The Court has considered all relevant factors for determining the fairness of the
10 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
11 particular, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
13 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement
14 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all
15 evidence presented, including evidence regarding the strength of Plaintiff's case; the risk, expense,
16 and complexity of the claims presented; the likely duration of further litigation and appeal; the
17 amount offered in Settlement; the extent of investigation and discovery completed; and the
18 experience and views of Class Counsel. Accordingly, the Court hereby approves the settlement as
19 set forth in the Settlement Agreement and expressly finds that said Settlement is, in all respects,
20 fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs
21 implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

22 6. The Court hereby confirms Law Offices of Kevin T. Barnes and Sansanowicz Law
23 Group, P.C. as Class Counsel. The Court finds that the requested rates of \$795 per hour for Kevin
24 T. Barnes, \$695 per hour for Gregg Lander, and \$750 per hour for Leonard H. Sansanowicz are fair
25 and reasonable and within the accepted rates for attorneys of similar background and experience.

26 7. Under the terms of the Settlement, as well as the authorities, evidence and argument
27 set forth in Class Counsel's application, the Court hereby approves attorney's fees to Class Counsel
28 in the amount of \$500,000.00 and reimbursement of costs of \$15,000.00, as compensation for all

1 attorney time spent on this matter from inception through and including the final Settlement
2 Fairness Hearing and all other work related to this case and all costs, as these requests are fair and
3 reasonable. Payment of costs to the Settlement Administrator in the amount of \$20,000.00 is also
4 hereby approved as fair and reasonable. No other costs or fees relief shall be awarded, either
5 against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

6 8. The Court hereby approves the Class Representative Service Payment to the Class
7 Representative in the amount of \$12,500.00 to Plaintiff Samuel Palomino del Aguila. The Class
8 Representative Service Payment is approved in consideration and exchange for Plaintiff's
9 contributions to the class, risks incurred, stigma, execution of a general release and all other factors
10 presented to the Court. The Court finds this request fair and reasonable.

11 9. Upon entry of Judgment by the Court in accordance with the Stipulation and
12 Settlement of Class and Representative Action, Plaintiffs and the Class Members shall fully and
13 finally release and discharge the Releasees from the claims released in the Settlement.

14 10. The Court further confirms and finds that nothing contained in the Settlement
15 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any other
16 Order entered in this action shall in any way or manner constitute an admission or determination of
17 liability by or against Defendant, or any other Released Parties with respect to any of the claims
18 and causes of action asserted by the Settlement Class or any member thereof, and shall not be
19 offered in evidence in any action or proceeding against Defendants, or any other Released Parties
20 in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the
21 extent necessary to enforce the provisions of the Settlement Agreement or this Order. This
22 paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties
23 of Defendant under the Settlement Agreement and this Final Order and Judgment.

24 11. By operation of the entry of this Order and Judgment, as of the Effective Date, the
25 Parties and Settlement Class Members are ordered to perform their respective duties and
26 obligations under the Stipulation.

27 12. If the Settlement does not become final and effective in accord with the terms of the
28 Settlement Agreement, then this Final Order and Judgment shall be rendered null and void and

1 shall be vacated and, in such event, all orders entered, including but not limited to all releases
2 delivered in connection herewith, shall be null and void.

3 **IT IS SO ORDERED.**

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5 Dated: 7/20, 2021

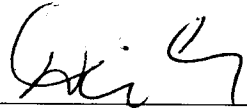

6 Honorable David Cohn
7 Judge of the Superior Court
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Exhibit 5

Timesheet for Leonard H. Sansanowicz
Ly v. Prime Comms Retail, LLC
CASE NUMBER 34-2020-00281668

Date	Description	Hours	Rate	Total
3/10/2019	Correspondence with co-counsel re litigation strategy	0.30	\$750.00	\$225.00
3/10/2019	Research - entities	0.90	\$750.00	\$675.00
3/11/2019	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
3/11/2019	Draft/revise PAGA notice	1.60	\$750.00	\$1,200.00
3/26/2019	Review client docs	0.20	\$750.00	\$150.00
5/15/2019	Draft/revise complaint	2.10	\$750.00	\$1,575.00
5/20/2019	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
5/20/2019	Draft/revise complaint	0.20	\$750.00	\$150.00
5/21/2019	Draft/revise complaint	0.10	\$750.00	\$75.00
5/31/2019	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
5/31/2019	T/c with client	0.20	\$750.00	\$150.00
6/3/2019	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
6/3/2019	T/c with opposing counsel re communications	0.10	\$750.00	\$75.00
6/19/2019	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
6/19/2019	T/c with client	0.20	\$750.00	\$150.00

6/19/2019	T/c with opposing counsel	0.10	\$750.00	\$75.00
6/25/2019	Draft/revise joint CMC Statement	0.70	\$750.00	\$525.00
6/26/2019	Correspondence with opposing counsel re joint CMC Statement	0.10	\$750.00	\$75.00
6/26/2019	Draft/revise joint CMC Statement	0.20	\$750.00	\$150.00
6/28/2019	Correspondence with opposing counsel re meet/confer re CMC	0.10	\$750.00	\$75.00
7/1/2019	Correspondence with opposing counsel re meet/confer re CMC	0.10	\$750.00	\$75.00
7/3/2019	Correspondence with opposing counsel re joint CMC Statement	0.10	\$750.00	\$75.00
7/8/2019	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
7/8/2019	Research - defendant entities	0.30	\$750.00	\$225.00
7/8/2019	T/c with counsel for Deft GameStop re Joint Statement	0.30	\$750.00	\$225.00
7/10/2019	Correspondence with opp counsel re stip/order re amending complaint	0.10	\$750.00	\$75.00
7/10/2019	Meet with co-counsel re trial strategy	0.10	\$750.00	\$75.00
7/15/2019	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
7/15/2019	Correspondence with opposing counsel re joint statement	0.20	\$750.00	\$150.00
7/15/2019	Draft/revise joint statement	0.20	\$750.00	\$150.00
7/15/2019	Research - judicial officer	0.30	\$750.00	\$225.00
7/16/2019	Correspondence with opposing counsel re joint statement	0.10	\$750.00	\$75.00

7/16/2019	Draft/revise joint statement	0.20	\$750.00	\$150.00
7/17/2019	Correspondence with opposing counsel re joint statement	0.10	\$750.00	\$75.00
7/17/2019	Draft/revise joint CMC Statement	0.30	\$750.00	\$225.00
7/17/2019	T/c with client	0.10	\$750.00	\$75.00
7/22/2019	Prep for CMC	0.40	\$750.00	\$300.00
7/23/2019	Appear/attend CMC	4.80	\$750.00	\$3,600.00
7/23/2019	Draft/revise notice of Cont'd CMC	0.20	\$750.00	\$150.00
7/24/2019	Correspondence with opp counsel re service, leave to amend, MTC arb	0.20	\$750.00	\$150.00
7/24/2019	Draft/revise Notice and Acknowledgment	0.10	\$750.00	\$75.00
7/29/2019	Correspondence with opposing counsel re case management issues	0.10	\$750.00	\$75.00
7/31/2019	Research - joint employer	0.60	\$750.00	\$450.00
7/31/2019	T/c with opposing counsel re dismissal of Deft GameStop	0.30	\$750.00	\$225.00
8/8/2019	T/c with opposing counsel re dismissal of Deft GameStop	0.20	\$750.00	\$150.00
8/13/2019	Review equity purchase agreement	0.40	\$750.00	\$300.00
8/13/2019	T/c, correspondence w/opposing counsel re dismissal of Deft GameStop	0.20	\$750.00	\$150.00
8/19/2019	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
8/19/2019	T/c with opposing counsel re declaration ISO dismissal of Deft	0.20	\$750.00	\$150.00

8/20/2019	Correspondence with opposing counsel re declaration	0.10	\$750.00	\$75.00
9/10/2019	T/c with client	0.10	\$750.00	\$75.00
9/10/2019	T/c with opposing counsel re dismissal of Deft GameStop	0.10	\$750.00	\$75.00
9/12/2019	Research - arbitration	0.70	\$750.00	\$525.00
9/12/2019	T/c with opposing counsel re declaration ISO dismissal of Deft	0.10	\$750.00	\$75.00
9/16/2019	Conference with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
9/16/2019	Receipt, review Deft's Answer	0.20	\$750.00	\$150.00
9/18/2019	Correspondence with opposing counsel re Deft's Answer	0.10	\$750.00	\$75.00
10/2/2019	Correspondence with opposing counsel re cont'd CMC, Answer	0.30	\$750.00	\$225.00
10/2/2019	T/c with court clerk re contd CMC	0.40	\$750.00	\$300.00
10/2/2019	T/c with opposing counsel re dismissal of Deft GameStop	0.10	\$750.00	\$75.00
10/7/2019	T/c with opposing counsel re initiating case, responsive pleading	0.30	\$750.00	\$225.00
10/10/2019	Correspondence with opposing counsel re dismissal of individual deft	0.20	\$750.00	\$150.00
10/16/2019	Correspondence with opposing counsel re dismissal of individual deft	0.10	\$750.00	\$75.00
10/22/2019	T/c with opposing counsel re dismissal of deft GameStop	0.10	\$750.00	\$75.00
10/24/2019	Correspondence with opposing counsel re joint statement	0.10	\$750.00	\$75.00
10/31/2019	Correspondence with opposing counsel re joint CMC Statement	0.10	\$750.00	\$75.00

10/31/2019	Draft/revise joint statement	0.50	\$750.00	\$375.00
10/31/2019	Draft/revise request for dismissal of defendant, declaration ISO	0.90	\$750.00	\$675.00
11/1/2019	Draft/revise request for dismissal of defendant, declaration ISO	0.20	\$750.00	\$150.00
11/1/2019	T/c with client	0.10	\$750.00	\$75.00
11/1/2019	T/c, correspondence with opposing counsel re joint CMC Statement	0.20	\$750.00	\$150.00
11/8/2019	Appear/attend cont'd CMC	1.20	\$750.00	\$900.00
11/11/2019	Draft/revise supplemental briefing re Plaintiff's standing re PAGA	0.40	\$750.00	\$300.00
11/12/2019	Draft/revise supplemental briefing re Plaintiff's standing re PAGA	0.20	\$750.00	\$150.00
11/14/2019	Correspondence with opposing counsel re order dismissing Deft GameStop	0.10	\$750.00	\$75.00
11/30/2019	Draft/revise supplemental briefing re Plaintiff's standing re PAGA	2.40	\$750.00	\$1,800.00
12/1/2019	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
12/5/2019	Draft/revise supplemental briefing re Plaintiff's standing re PAGA	0.20	\$750.00	\$150.00
12/12/2019	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
12/12/2019	T/c with Court Call service	0.10	\$750.00	\$75.00
12/17/2019	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
12/17/2019	Receipt, review declaration ISO dismissal of individual defendant	0.10	\$750.00	\$75.00
3/2/2020	Prep for hearing	0.40	\$750.00	\$300.00

3/5/2020	Appear/attend Cont'd ISC	4.40	\$750.00	\$3,300.00
3/5/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
3/15/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
3/15/2020	Draft/revise FAC, discovery	2.60	\$750.00	\$1,950.00
3/16/2020	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
3/16/2020	Correspondence with opposing counsel re First Amended Complaint	0.10	\$750.00	\$75.00
3/17/2020	Correspondence with opposing counsel re written discovery	0.10	\$750.00	\$75.00
4/20/2020	Correspondence with opposing counsel re discovery	0.10	\$750.00	\$75.00
4/25/2020	Receipt, review Deft's Answer to FAC	0.20	\$750.00	\$150.00
4/27/2020	Correspondence with opposing counsel re electronic service	0.10	\$750.00	\$75.00
5/12/2020	Draft/revise Joint CMC Statement	0.60	\$750.00	\$450.00
5/12/2020	T/c (.1), correspondence (.1) w/opposing counsel re Joint CMC Stmt	0.20	\$750.00	\$150.00
5/13/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
5/13/2020	Correspondence with opposing counsel re Joint CMC Statement, appearanc	0.20	\$750.00	\$150.00
5/13/2020	Draft/revise Joint CMC Statement	0.60	\$750.00	\$450.00
5/13/2020	Submit FAC to LWDA	0.20	\$750.00	\$150.00
5/19/2020	Correspondence with opposing counsel re CMC	0.10	\$750.00	\$75.00

5/19/2020	Research - CMC continuance	0.20	\$750.00	\$150.00
5/22/2020	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
5/22/2020	T/c (.2), correspondence (.2) w/opp counsel re discovery, mediation	0.40	\$750.00	\$300.00
5/23/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
5/27/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
5/27/2020	Correspondence with mediator's office	0.10	\$750.00	\$75.00
5/27/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
5/27/2020	Research - mediators	0.20	\$750.00	\$150.00
5/29/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
5/29/2020	Correspondence with mediator's office	0.10	\$750.00	\$75.00
5/29/2020	Correspondence with opposing counsel re mediation	0.20	\$750.00	\$150.00
6/3/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
6/9/2020	Correspondence with mediator's office	0.10	\$750.00	\$75.00
6/9/2020	T/c (.2), correspondence (.1) w/opp counsel re mediation	0.30	\$750.00	\$225.00
6/11/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
6/11/2020	T/c with client	0.20	\$750.00	\$150.00
6/22/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00

6/22/2020	Correspondence with opposing counsel re mediation	0.20	\$750.00	\$150.00
6/23/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
6/23/2020	Correspondence with mediator's office	0.10	\$750.00	\$75.00
6/23/2020	Draft/revise parameters for informal discovery	0.90	\$750.00	\$675.00
6/24/2020	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
6/26/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
7/1/2020	Correspondence with mediator's office	0.50	\$750.00	\$375.00
7/1/2020	Correspondence with opposing counsel re mediation	0.30	\$750.00	\$225.00
7/7/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
7/14/2020	Correspondence with opposing counsel re informal discovery	0.10	\$750.00	\$75.00
7/24/2020	Correspondence with opposing counsel re informal discovery	0.10	\$750.00	\$75.00
8/13/2020	Appear/attend Cont'd CMC	1.20	\$750.00	\$900.00
8/13/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
8/13/2020	T/c, correspondence with mediator's office	0.20	\$750.00	\$150.00
8/17/2020	Correspondence with mediator's office	0.10	\$750.00	\$75.00
8/26/2020	T/c with opposing counsel re substitution of attorney	0.20	\$750.00	\$150.00
9/1/2020	Review complaint, PAGA notice from other action	0.40	\$750.00	\$300.00

9/1/2020	T/c (.1), correspondence (1.) with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
9/1/2020	T/c with class counsel for other action	0.20	\$750.00	\$150.00
9/1/2020	T/c with new opposing counsel re litigation	0.70	\$750.00	\$525.00
9/2/2020	T/c with witness	0.10	\$750.00	\$75.00
9/4/2020	Correspondence with class counsel for other action	0.10	\$750.00	\$75.00
9/4/2020	T/c with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
9/4/2020	T/c with witness	0.40	\$750.00	\$300.00
9/8/2020	T/c with client	0.20	\$750.00	\$150.00
9/9/2020	Correspondence with class counsel for other action	0.10	\$750.00	\$75.00
9/18/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
9/18/2020	T/c with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
9/21/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
9/25/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
9/29/2020	T/c, correspondence with opposing counsel re mediation	0.30	\$750.00	\$225.00
9/30/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
9/30/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
9/30/2020	Review claims in other PAGA action	0.60	\$750.00	\$450.00

10/1/2020	Correspondence with attorney for related action	0.10	\$750.00	\$75.00
10/1/2020	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
10/1/2020	Research - paid sick days	0.50	\$750.00	\$375.00
10/2/2020	T/c (.1), correspondence (.1) with attorney for related action	0.20	\$750.00	\$150.00
10/5/2020	Correspondence with attorney for related action	0.10	\$750.00	\$75.00
10/5/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
10/5/2020	Correspondence with opposing counsel re mediation	0.10	\$750.00	\$75.00
10/6/2020	Correspondence with attorney for related action	0.10	\$750.00	\$75.00
10/6/2020	T/c with co-counsel re litigation strategy	0.40	\$750.00	\$300.00
10/6/2020	T/c with opposing counsel re mediation	0.10	\$750.00	\$75.00
10/7/2020	T/c with attorney for related action	0.10	\$750.00	\$75.00
10/7/2020	T/c with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
10/7/2020	T/c, correspondence with opposing counsel re mediation	0.30	\$750.00	\$225.00
10/8/2020	T/c with attorney for related action	0.50	\$750.00	\$375.00
10/8/2020	T/c with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
10/15/2020	Correspondence with co-counsel re litigation strategy	0.30	\$750.00	\$225.00
10/15/2020	Correspondence with opposing counsel re mediation dates	0.10	\$750.00	\$75.00

10/19/2020	Correspondence with opposing counsel re related case	0.10	\$750.00	\$75.00
10/20/2020	Correspondence with attorney for related action	0.20	\$750.00	\$150.00
10/20/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
10/22/2020	Correspondence with opposing counsel re mediation dates	0.20	\$750.00	\$150.00
10/22/2020	T/c with counsel for related case	0.30	\$750.00	\$225.00
10/23/2020	T/c (.2), correspondence (.1) with opposing counsel re mediation	0.30	\$750.00	\$225.00
10/23/2020	T/c with opposing counsel re mediation	0.20	\$750.00	\$150.00
10/27/2020	Correspondence with attorney for related action	0.10	\$750.00	\$75.00
10/27/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
10/27/2020	Correspondence with opposing counsel re mediation dates	0.10	\$750.00	\$75.00
11/2/2020	Correspondence with mediator's office	0.10	\$750.00	\$75.00
11/2/2020	Draft/revise joint statement	0.20	\$750.00	\$150.00
11/3/2020	Draft/revise Request for Dismissal	0.60	\$750.00	\$450.00
11/3/2020	T/c with opposing counsel re dismissal of defendant Yanez-Canton	0.20	\$750.00	\$150.00
11/4/2020	Correspondence with attorney for related action	0.10	\$750.00	\$75.00
11/4/2020	Correspondence with mediator's office	0.20	\$750.00	\$150.00
11/4/2020	Correspondence with opposing counsel re informal discovery	0.20	\$750.00	\$150.00

11/4/2020	Draft/revise Request for Dismissal	1.20	\$750.00	\$900.00
11/4/2020	T/c with opposing counsel re request for dismissal, mediation	0.30	\$750.00	\$225.00
11/5/2020	Correspondence with mediator's office	0.20	\$750.00	\$150.00
11/5/2020	Correspondence with opposing counsel re joint statement	0.10	\$750.00	\$75.00
11/5/2020	Correspondence with referring attorney	0.20	\$750.00	\$150.00
11/5/2020	Draft/revise joint statement	0.20	\$750.00	\$150.00
11/10/2020	Correspondence with attorney for related action	0.10	\$750.00	\$75.00
11/10/2020	Correspondence with opposing counsel re informal discovery	0.10	\$750.00	\$75.00
11/10/2020	Correspondence with opposing counsel re joint statement	0.10	\$750.00	\$75.00
11/10/2020	T/c with counsel for related case	0.30	\$750.00	\$225.00
11/13/2020	Correspondence with attorney for related action	0.10	\$750.00	\$75.00
11/13/2020	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
11/14/2020	Correspondence with opposing counsel re Joint CMC Statement	0.10	\$750.00	\$75.00
11/14/2020	T/c with client	0.10	\$750.00	\$75.00
11/17/2020	Correspondence with opposing counsel re Joint CMC Statement	0.10	\$750.00	\$75.00
11/18/2020	Correspondence with opposing counsel re Joint CMC Statement	0.10	\$750.00	\$75.00
11/18/2020	Draft/revise Joint CMC Statement	0.20	\$750.00	\$150.00

11/25/2020	Appear/attend OSC re Sanctions, CMC	0.60	\$750.00	\$450.00
1/11/2021	Correspondence with opposing counsel re mediation data	0.20	\$750.00	\$150.00
2/1/2021	Correspondence with opposing counsel re informal discovery	0.10	\$750.00	\$75.00
2/3/2021	Correspondence with opposing counsel re informal discovery	0.10	\$750.00	\$75.00
2/4/2021	Correspondence with mediator's office	0.10	\$750.00	\$75.00
2/8/2021	Correspondence with opposing counsel re mediation data	0.10	\$750.00	\$75.00
2/9/2021	Correspondence with mediator's office	0.10	\$750.00	\$75.00
2/11/2021	T/c, correspondence with opposing counsel re data production	0.10	\$750.00	\$75.00
2/12/2021	Correspondence with mediator's office	0.10	\$750.00	\$75.00
2/16/2021	Correspondence with client	0.10	\$750.00	\$75.00
2/17/2021	Correspondence with client	0.10	\$750.00	\$75.00
2/17/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
2/17/2021	Correspondence with mediator's office	0.10	\$750.00	\$75.00
2/17/2021	Correspondence with opposing counsel re data for mediation	0.30	\$750.00	\$225.00
2/18/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
2/18/2021	T.c (.5), correspondence (.3) with opposing counsel re mediation data	0.80	\$750.00	\$600.00
2/19/2021	Correspondence with mediator's office	0.10	\$750.00	\$75.00

2/19/2021	T/c with opposing counsel re mediation data	0.10	\$750.00	\$75.00
3/1/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
3/1/2021	T/c with client	0.20	\$750.00	\$150.00
3/2/2021	Research - PAGA	0.80	\$750.00	\$600.00
3/4/2021	Correspondence with opposing counsel re mediation data	0.20	\$750.00	\$150.00
3/13/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
3/13/2021	Correspondence with opposing counsel re mediation data	0.10	\$750.00	\$75.00
3/15/2021	Correspondence with co-counsel re litigation strategy	0.30	\$750.00	\$225.00
3/15/2021	Research - defendant entities	0.40	\$750.00	\$300.00
3/16/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
3/16/2021	Correspondence with opposing counsel re mediation data	0.10	\$750.00	\$75.00
3/16/2021	Data analysis	1.20	\$750.00	\$900.00
3/17/2021	Data analysis	0.80	\$750.00	\$600.00
3/18/2021	Correspondence with expert	0.10	\$750.00	\$75.00
3/18/2021	Correspondence with opposing counsel re mediation data	0.10	\$750.00	\$75.00
3/23/2021	Correspondence with opposing counsel re Joint CMC Statement	0.10	\$750.00	\$75.00
3/23/2021	Draft/revise Joint CMC Statement	0.20	\$750.00	\$150.00

3/23/2021	Draft/revise mediation brief	0.20	\$750.00	\$150.00
3/25/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
3/25/2021	Review data analysis	0.30	\$750.00	\$225.00
3/28/2021	Draft/revise mediation brief	0.60	\$750.00	\$450.00
3/29/2021	Draft/revise mediation brief	5.10	\$750.00	\$3,825.00
3/30/2021	Appear/attend status conference	0.20	\$750.00	\$150.00
3/30/2021	Correspondence with opposing counsel re status conference	0.10	\$750.00	\$75.00
3/30/2021	Draft/revise mediation brief	3.20	\$750.00	\$2,400.00
3/31/2021	T/c, correspondence with opposing counsel re mediation data	0.20	\$750.00	\$150.00
4/1/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
4/1/2021	Correspondence with mediator's office	0.10	\$750.00	\$75.00
4/1/2021	Draft/revise mediation brief	0.90	\$750.00	\$675.00
4/6/2021	Correspondence with expert	0.10	\$750.00	\$75.00
4/6/2021	Correspondence with mediator's office	0.10	\$750.00	\$75.00
4/6/2021	Correspondence with opposing counsel re mediation	0.20	\$750.00	\$150.00
4/9/2021	Mediation	12.30	\$750.00	\$9,225.00
4/10/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00

4/10/2021	Draft/revise MOU	0.20	\$750.00	\$150.00
4/10/2021	T/c with mediator	0.20	\$750.00	\$150.00
4/14/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
4/15/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
4/20/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
4/22/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
4/23/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
4/25/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
4/27/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
4/27/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
4/27/2021	Correspondence with opposing counsel re MOU	0.30	\$750.00	\$225.00
4/27/2021	Draft/revise complaint	0.60	\$750.00	\$450.00
4/27/2021	Draft/revise MOU	0.20	\$750.00	\$150.00
4/27/2021	Review amended MOU	0.30	\$750.00	\$225.00
5/3/2021	Draft/revise Joint CMC Statement	0.10	\$750.00	\$75.00
5/3/2021	T/c with opposing counsel re joint statement	0.20	\$750.00	\$150.00
5/7/2021	Correspondence with client	0.20	\$750.00	\$150.00

5/7/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
5/7/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
5/7/2021	Draft/revise MOU	0.40	\$750.00	\$300.00
5/8/2021	T/c with client	0.30	\$750.00	\$225.00
5/10/2021	Appear/attend CMC	0.10	\$750.00	\$75.00
5/10/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
5/10/2021	Correspondence with opposing counsel re CMC	0.10	\$750.00	\$75.00
5/12/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
5/18/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
5/24/2021	Correspondence with opposing counsel re MOU	0.00	\$750.00	\$0.00
5/25/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
5/25/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
5/25/2021	Draft/revise MOU	0.20	\$750.00	\$150.00
5/27/2021	Draft/revise settlement agreement	1.20	\$750.00	\$900.00
5/28/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
5/28/2021	Draft/revise settlement agreement	2.80	\$750.00	\$2,100.00
6/2/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00

6/2/2021	Correspondence with opposing counsel re MOU	0.10	\$750.00	\$75.00
6/3/2021	Draft/revise fee sharing agreement and consent form	0.60	\$750.00	\$450.00
6/4/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
6/9/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
6/9/2021	Correspondence with opposing counsel re long-form settlement agreement	0.10	\$750.00	\$75.00
6/14/2021	Correspondence with opposing counsel re settlement agreement	0.10	\$750.00	\$75.00
6/18/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
6/18/2021	Correspondence with opposing counsel re settlement agreement	0.10	\$750.00	\$75.00
6/18/2021	Draft/revise joint stip/order	0.20	\$750.00	\$150.00
6/18/2021	Draft/revise Second Amended Complaint	0.10	\$750.00	\$75.00
6/19/2021	Correspondence with opposing counsel re stip/order, 2nd amended compl	0.10	\$750.00	\$75.00
6/19/2021	Draft/revise Second Amended Complaint, stip/order re leave to amend	0.30	\$750.00	\$225.00
6/22/2021	Correspondence with opposing counsel re settlement	0.10	\$750.00	\$75.00
6/28/2021	Correspondence with opposing counsel re settlement	0.20	\$750.00	\$150.00
7/2/2021	Correspondence with opposing counsel re settlement	0.10	\$750.00	\$75.00
7/2/2021	Draft/revise settlement agreement	0.20	\$750.00	\$150.00
7/5/2021	Draft/revise settlement agreement	0.30	\$750.00	\$225.00

7/5/2021	T/c with opposing counsel re settlement agreement	0.40	\$750.00	\$300.00
7/6/2021	Appear/attend trial setting conference	0.50	\$750.00	\$375.00
7/7/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
7/7/2021	Correspondence with opposing counsel re settlement agreement	0.10	\$750.00	\$75.00
7/8/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
7/8/2021	Draft/revise settlement agreement	0.20	\$750.00	\$150.00
7/14/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
7/15/2021	Correspondence with opposing counsel re settlement, amended complaint	0.10	\$750.00	\$75.00
7/15/2021	Draft/revise settlement agreement	0.20	\$750.00	\$150.00
7/21/2021	Review Second Amended Consolidated Complaint	0.20	\$750.00	\$150.00
8/3/2021	Correspondence with opposing counsel re settlement, amended complaint	0.40	\$750.00	\$300.00
8/9/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
8/9/2021	Review correspondence with opposing counsel re stip/order	0.10	\$750.00	\$75.00
8/11/2021	Review Joint CMC Statement filed in Ly action	0.10	\$750.00	\$75.00
8/11/2021	T/c (.2), correspondence (.1) with co-counsel re litigation strategy	0.30	\$750.00	\$225.00
8/13/2021	Review stip/order to file Second Amended Consolidated Complaint	0.10	\$750.00	\$75.00
8/24/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00

8/24/2021	T/c with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
8/30/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
9/15/2021	Correspondence with co-counsel re litigation strategy	0.20	\$750.00	\$150.00
9/16/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
9/17/2021	T/c with client	0.10	\$750.00	\$75.00
9/21/2021	T/c with client	0.20	\$750.00	\$150.00
9/29/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
9/30/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
9/30/2021	Draft/revise motion for approval of PAGA settlement	0.30	\$750.00	\$225.00
10/8/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
10/9/2021	Correspondence with opposing counsel re OSC re Dismissal	0.10	\$750.00	\$75.00
10/11/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
10/12/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00
10/12/2021	Draft/revise motion for approval of PAGA settlement	0.20	\$750.00	\$150.00
10/14/2021	Draft/revise Joint CMC Statement	0.10	\$750.00	\$75.00
10/14/2021	T/c (.1), correspondence (.1) with opp counsel re dismissal	0.20	\$750.00	\$150.00
10/15/2021	Correspondence with co-counsel re litigation strategy	0.10	\$750.00	\$75.00

10/15/2021	Draft/revise motion for approval of PAGA settlement	0.20	\$750.00	\$150.00
10/18/2021	Correspondence with opposing counsel re settlement agreement	0.10	\$750.00	\$75.00
10/18/2021	Draft/revise motion for approval of PAGA settlement	0.30	\$750.00	\$225.00
10/18/2021	T/c (.1), correspondence (.1) with administrator's office	0.20	\$750.00	\$150.00
10/18/2021	T/c with co-counsel re litigation strategy	0.50	\$750.00	\$375.00
10/20/2021	Draft/revise declarations ISO Plaintiffs' Motion for Approval of PAGA	2.60	\$750.00	\$1,950.00
10/21/2021	Draft/revise declarations ISO Plaintiffs' Motion for Approval of PAGA	1.90	\$750.00	\$1,425.00
10/21/2021	Prep for/attend PAGA approval, employee contact, ensure distribution	9.00	\$750.00	\$6,750.00
Amount Due		126.40		94,800.00